

DRAFT

AGREEMENT FOR SERVICES #267-S0911 (A)

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 Whitney Environmental Consulting, Inc., doing business as, Foothill Associates, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 590 Menlo Drive, Suite 1, Rocklin, CA 95765, and whose Agent for Service of Process is Ken Grossfeld, 3600 American River Drive Suite 145, Sacramento, CA 95864, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Consultant to prepare a Parks and Trails Master Plan and CEQA Documentation per the requirements of the 2004 County General Plan for the Department of General Services, Capital Programs Division; and

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

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

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

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

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ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to provide consulting services, including but not limited to, consulting, preparation of a comprehensive parks and trails master plan for the Department of General Services, Capital Programs Division. Services shall be in accordance with Exhibit "A" marked "Parks and Trails Master Plan and CEQA Documentation", incorporated herein and made part by reference hereof.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years from date thereof.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant lump sum upon completion of each sub-task as identified in Exhibit "A" marked "Parks and Trails Master Plan and CEQA Documentation", incorporated herein and made part by reference hereof. For billing purposes, multiple sub-tasks may be included in one invoice (s) identifying tasks and sub-tasks completed. Other direct costs will be reimbursed according to the fee schedule as identified in Exhibit "A" marked "Parks and Trails Master Plan and CEQA Documentation", incorporated herein and made part by reference hereof.

Total amount of this Agreement shall not exceed \$154,243.00 for the entire two (2) year period.

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

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 VII

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 subConsultants, 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 VIII

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

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

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

ARTICLE IX

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. 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.

- 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 upon seven (7) calendar day's written notice by County without cause. 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 X

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

COUNTY OF EL DORADO
DEPARTMENT OF GENERAL SERVICES
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: THOMAS S. HECK, DIRECTOR

or to such other location as the County directs with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT

Notices to Consultant shall be addressed as follows:

WHITNEY ENVIRONMENTAL CONSULTING INC
DBA FOOTHILL ASSOCIATES
655 MENLO DRIVE, SUITE 1
ROCKLIN, CA 95765
ATTN: KENNETH D. WHITNEY, PRESIDENT

or to such other location as the Consultant directs with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT

ARTICLE XI

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees 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, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subConsultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

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

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

- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the 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 Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- 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, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

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

ARTICLE XIII

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 XIV

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 XV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

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

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

ARTICLE XVIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Richard Collier, Capital Programs Manager, or successor.

ARTICLE XX

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 XXI

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 XXII

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.

ARTICLE XXIII

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: _____
Richard Collier, Capital Programs Manager
Department of General Services

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Thomas S. Heck
Director
Department of General Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

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-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONSULTANT --

Dated: _____

Whitney Environmental Consulting Inc.
dba Foothill Associates
A California Corporation

By: _____

Kenneth D. Whitney
President
"Consultant"

By: _____

Corporate Secretary

Dated: _____

EXHIBIT "A"

Parks and Trails Master Plan and CEQA Documentation



Presented to
County of El Dorado
General Services Department

Revised December 2, 2008
Foothill Associates © 2008



ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

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www.foothill.com

1 Parks and Trails Master Plan Scope of Work

1.1 Work Plan

Foothill Associates' proposed approach to completing this project is detailed in this section. The work is divided into ten tasks. Efforts will initially concentrate on coordination with County staff, characterizing the community, preparing an inventory of existing amenities, and gathering initial public input. The process builds on that early information to complete a variety of analysis and planning tasks, effectively setting the direction of the plan and building consensus with stakeholders along the way. From there, specific implementation strategies are developed to provide for effective realization of the plan elements. Finally, the planning process, analysis, goals, and recommendations will be compiled into an Administrative Draft Plan for County review. Revisions will be incorporated into a Draft Final Plan and made available to a wider public audience. Any further revisions will be incorporated into a Final Parks and Trails Master Plan document which will be ready for approval and adoption.

The proposed work plan is offered based on our current understanding of the project and represents our recommended best approach; however, all tasks are negotiable in light of County preferences and/or available budget.

Task 1: Project Startup and Management

Foothill Associates' Project Manager will coordinate all aspects of the consulting team's work, providing a single point of contact for communication with the County. Task 1 addresses the administrative aspects of coordinating the process and the team, as well as the strategy for coordination with County Staff during the planning process.

1.1: Project Startup Meeting

The Foothill Team will prepare for an initial meeting with the County's Project Manager to finalize the scope of work, refine the project timeline, and adjust the public outreach process as needed. This meeting will be attended by key

Foothill Associates staff, as well as relevant County representatives.

County Role:

- Arrange for meeting space.
- Participate in meeting and provide relevant up-front data.

Deliverables:

- Agenda, meeting summary, and action items.

1.2: County Coordination

Foothill's Project Manager will communicate with County staff regularly, identifying high priority tasks and developing strategies for subsequent steps in the planning process. Although we anticipate the bulk of regular communication will occur by phone and email, Foothill will also prepare for and attend progress meetings with County staff at key points in the process. Up to eight (8) such meetings are included in this proposal.

County Role:

- Arrange for meeting space, as necessary.
- Participate in meetings, as necessary.

Deliverables:

- Agendas, handouts, meeting summaries and action items as needed.

1.3: Project Management

Strong project management is essential to keeping the project on track and productive with minimal demands on County Staff. Specific project management tasks include:

- **Strategic Planning:** Strategize independently and in conjunction with County staff regarding the best methods to achieve project goals and to most effectively use available resources.
- **Team Coordination:** Coordinate, plan, and oversee the activities of the consulting team.
- **Budget and Schedule:** Update schedule and budget monthly, reallocating resources as necessary.

Task 2: Preliminary Planning

Early efforts will concentrate on 1) establishing consensus within the County on the direction and vision for the planning process; and 2) conducting



basic studies that will inform the remainder of the planning effort.

The Preliminary Planning Task will begin immediately following the Project Initiation Meeting.

2.1: Review Existing Planning Information

The project team will review existing relevant planning information such as the County General Plan; County Ordinances; park facilities master plans and development impact fee nexus studies for other area recreation providers; and state, federal, and EID recreation planning documents. The purpose of this review will be to glean information about how these agencies have defined their mission and services, and their existing facilities and projected new facilities. This information will be used to coordinate recommendations in the County's Master Plan for maximum efficiency and quality of service.

County Role:

- Assist with providing relevant information.

Deliverables:

- Technical memo containing summary of findings.

2.2: Population and Demographic Analysis

The project team will review and interpret population demographic trends within El Dorado County to assess potential recreation needs related to age, cultural background, economics, educational attainment, and similar factors. Review will be based on data from the U.S. Census Bureau, State Department of Finance, SACOG, the General Plan, and any additional information available from the County.

County Role:

- Provide any available relevant information beyond sources listed.

Deliverables:

- Technical memo containing demographic analysis.

2.3: Parks and Trails Inventory

Foothill Associates will update the inventory of recreation facilities throughout the County to characterize the type of and access to currently available facilities. The inventory will serve as the basis for projecting needs for County-operated

facilities and will also illustrate opportunities for collaboration and linkages between the County, schools, special districts, state, federal, and private entities.

This effort consists of three distinct parts:

- **Detailed County Facility Inventory:** The inventory developed by County staff two years ago for both County and non-county facilities will serve as the basis for the planning effort. The County will provide direction as to which facilities have been modified since the inventory was completed. Foothill Associates will update the inventory, noting the development status, amenities, condition, ADA compliance, and maintenance concerns. The updated inventory will be provided to County staff for review and verification
- **Programs Inventory:** Foothill Associates will prepare a representative inventory of recreation programs serving County residents, noting who is providing these programs and the demands currently or potentially placed on County facilities by each. County staff will assist by providing information about known uses of County facilities.
- **Develop County-wide Facility Mapping:** Compile a GIS dataset of existing public parks and named trails in El Dorado County. Our proposed budget and schedule assumes that El Dorado County or other agencies will readily provide GIS or CAD data showing the location of existing facilities, as well as important or sensitive habitats (e.g. oak woodlands), and parcel/zoning data. Foothill will locate additional base data necessary for mapping and future analysis purposes such as lakes, streams, and topography.

County Role:

- Provide all available GIS/CAD data for County parks, trails, and relevant natural resources, and parcel/zoning data.
- Provide details of joint-use agreements.
- Provide available data on programs and participation.

Deliverables:



- Technical Memo summarizing existing parks and trails, with accompanying maps, graphics and tables.
- Technical Memo summarizing programs.
- Digital version of inventory and condition report shall be provided in spreadsheet format compatible with MS Excel. Mapped inventory information will be delivered in Arc GIS format.

2.4: Establish Existing Levels of Service

Upon completion of Task 2.3, the project team will prepare a summary analysis that establishes the existing level of service for various facility types in the County. Our analysis will present statistics on the total acres/miles of parks and trails as compared to the population they serve (typically acres/miles per 1,000 residents). Statistics will be broken out by park and trail type. We will also map the service area coverage for each facility type. This information will be critical baseline data for decisions to be made later in the planning process, and has important legal implications for tapping into potential funding sources.

County Role:

- Review and comment on deliverables.

Deliverables:

- Levels of service analysis technical memo.
- Maps of service area coverage.

2.5: Existing Operations and Maintenance

Foothill will conduct interviews with County staff to document the County's current organizational structure and staffing levels in relation to providing park and trail resources. The purpose of these interview will be to identify gaps and opportunities to improve operational efficiency and and/or service.

County Role:

- Provide existing organization, position descriptions for staff, description of maintenance practices and schedules, and similar information.

Deliverables:

- Technical memo describing existing O&M gaps and opportunities.

Task 3: Goals, Policies, and Standards Development

This segment of the proposed work plan is the heart of the planning process. At this stage, firm decisions are made regarding park and trail facility standards and desired levels of service, which allow for the projection of future facilities and financing needs, which in turn allow for identification of specific proposed projects.

3.1: Goals and Policies

Foothill will work collaboratively with County staff to establish separate goals and policies for parks and trails that reflect the information gathered during the needs assessment activities, and complement the General Plan goals, policies, and implementing measures. Goals and policies are expected to include standards for facility improvements, acreage, locations, maintenance, use, partnerships, and help define the scope of County services and relationship to other regional recreation providers.

County Role:

- Participate in discussions with Foothill and review Draft Goals and Policies.

Deliverables:

- Proposed Goals and Policies memo.

3.2: Park & Recreation Commission and Trails Advisory Committee Meetings

One meeting each will be held with the Park & Recreation Commission and the Trails Advisory Committee. The purpose of these meetings will be to review the proposed Goals and Policies, and receive input prior to finalizing the Goals and Policies.

County Role:

- Arrange for meetings and provide staff reports as needed to attendees.
- Provide meeting minutes to Foothill.

Deliverables:

- Final Goals and Policies memo.

3.3: Proposed Level of Service Standards

The project team will review common industry level of service standards for regional park and trail facilities for their applicability to the County's needs. Using this information and community input, we will draft recommended level of service



standards for park/trail development, and examine the impact of the standards on the County over the projected planning period.

County Role

- Provide information on existing level of service standards.
- Participate in discussions on standards preferences.

Deliverables:

- Technical memo outlining level of service standards.

3.4: Facility Planning and Design Standards

Foothill will develop specific planning and design criteria that guide the location and character of parks and trails. We will also outline the required amenities and design standards to be incorporated into County facilities. Standards and guidelines will be built upon existing guidance from County documents (General Plan, Draft Trails Plan, Bikeways Plan, etc.) to avoid duplication of effort and/or conflicting standards.

County Role

- Provide information on existing planning criteria and design standards.
- Participate in discussions on standards preferences.

Deliverables:

- Technical memo outlining planning and development standards.

Task 4: Community Input

4.1: County Board, Recreation Commission, Staff, and Stakeholder Interviews

Up to ten (10) separate phone interviews will be conducted with select representatives of the County Board of Supervisors, Parks and Recreation Commission, staff, and key stakeholders to gather their input on current conditions and desired service levels.

County Role:

- Help coordinate interviews and identify individuals to be interviewed.

Deliverables:

- Interview summaries and analysis.

4.2: Community Workshop

Foothill Associates will plan and facilitate a community workshop to inform attendees about existing parks, trails, and recreational resources available in El Dorado County, and to educate community members about the criteria that will be considered when establishing park and trail development priorities. The workshop will also be used as an opportunity to explain the Master Plan purpose and process, and to highlight other opportunities for residents to comment on and stay involved in the process.

Workshop activities will include a variety of participatory techniques to make sure all attendees are able to effectively express their views. It is likely that separate groups will be organized in the workshop to discuss trails and parks depending on the make up of attendees and their interests.

The workshop should be held in a relatively central location.

County Role:

- Arrange for meeting space and publicize workshop.
- Participate in workshop.

Deliverables:

- Presentation materials and summaries of workshop results.

Task 5: Needs Analysis

5.1: Needs Analysis

Foothill will evaluate existing and projected needs based on the draft standards, the recommendations of County staff, and stakeholder preferences. Existing deficiencies or surpluses in type, location, and quantity of facilities will be identified. Future needs will also be projected in consideration of population growth, future development patterns, aging infrastructure, and new trends in recreational preferences. Needs will be identified for each type of park and trail facility.

County Role

- Review needs assessment.

Deliverables:

- Technical memo outlining results of needs assessment.



5.2: Public Presentation #1

We will give one (1) presentation to a joint meeting of the County Board of Supervisors and Parks and Recreation Commission at this stage to provide a summary of the Master Plan findings to date. As a public meeting, the presentation will also provide an opportunity for public comment on the overall needs for that have been identified based on the level of service standards. At this meeting, we will be looking to Board/Commission members for either an endorsement of the needs analysis findings as presented or direction to modify the level of service standards and revise the needs analysis accordingly.

County Role:

- Get item on Board and/or Parks and Recreation Commission calendar.

Deliverables:

- PowerPoint presentation.

Task 6: Implementation Strategies and Recommendations

Based on the foregoing planning process, Foothill Associates will develop specific recommendations, strategies, priorities, and actions required to implement the County's parks and trail vision. We will address specific park and trail recommendations; relevant County, State, and Federal regulatory context; current issues and trends; financial projections and funding mechanisms; and how to integrate parks and trails into the land development process.

6.1: Facility and Operations Recommendations

With a clear view of the magnitude and general distribution of existing and future needs, Foothill Associates will evaluate opportunities for satisfying those needs and provide prioritized recommendations for park and trail facilities, and the operational changes needed to support existing and new facilities. Priorities will be based on a consideration of demand, feasibility, cost, and revenue potential. Attention will be given to enhancing connections to facilities and recreational opportunities managed by other local, state, and federal jurisdictions within the County.

Foothill's recommendations will address:

- upgrading, renovating, consolidating, or disposing of existing facilities,
- general location and nature of future park and acquisition and development,
- possible trail networks and important linkages to other facilities and jurisdictions,
- program expansion or changes, joint-use opportunities, and other budget-conscious inter-agency collaborative efforts.

It will be important for County staff to provide a thorough review of draft recommendations to verify their applicability and political acceptability. Foothill will facilitate discussion of the recommendations and make necessary revisions based on feedback received.

County Role:

- Provide recommendations and review comments as necessary.

Deliverables:

- Maps of recommended facility locations, types, and service areas.
- Summary of recreation program assessment.
- Priority list for acquisition, development, and renovations.

6.2: Land Development Process Recommendations

Goals, policies, and design standards prepared in prior tasks will be applicable to the land development process. In this task, additional recommendations will be provided regarding 1) required content and timing of facility planning and design products, 2) required reviews and approvals, 3) required fees, 4) options for turnkey development of facilities, 5) mechanisms for preservation of water quality and biological resources, and other issues identified during the planning process.

County Role:

- Provide input on the County development process.

Deliverables:

- Recommendations on land development process for integration in the Plan document.

6.3: Financing Plan

The first step in developing a financial strategy to support the Plan will be to prepare projected costs



for the facilities and improvements recommended in Task 5.1. Projections will be made based on 1) recent land acquisition and development costs and 2) Foothill's extensive database of actual park development costs in the region, and will include capital as well as non-capital costs (e.g., plans, specifications, engineering, permitting, and construction management).. Separate costs will be provided for improvements to existing parks/trails, and acquisition and development of new parks and trails. Cost projections will also be developed for operational recommendations such as changes in staffing or maintenance policies.

Second, we will project the level of revenues expected from existing funding sources (park impact development fees, general fund, program fees, grants, etc), and will provide recommendations for alternative funding sources (park development impact fees, habitat impact fees, new grant sources, etc.) and possibilities for cost reductions (joint-use, maintenance strategies, public/private partnerships, etc.). Any limitations or restrictions on specific funding sources will be identified.

Finally, we will prepare a draft Capital Improvement Plan (CIP) showing the projected rate of project implementation given anticipated funding levels. The CIP will reflect priorities established in Task 6.1 with inflation factors built into cost assumptions over the 10-year life of the CIP.

County Role

- Review and comment on deliverables.
- Provide construction, operational, and maintenance costs for the prior three fiscal years.

Deliverables:

- Cost projections for recommended facilities and operational changes.
- Revised park development impact fee.
- Revenue projections and recommendations.
- Capital Improvement Plan

Task 7: Public Presentation #2

A second presentation (one (1) presentation) will be made to a joint meeting of the County Board of Supervisors and Parks and Recreation

Commission to gain consensus on the facility recommendations, financing plan, and preliminary view of the possible need for new or increased fees to support desired facilities. This will be the final meeting in which strategies and policies are potentially revised before beginning work on the Parks and Trails Master Plan document.

All materials to be reviewed will be forwarded to County staff at least two weeks ahead of the meeting to allow for fully informed discussion.

County Role:

- Get item on Board and/or Parks and Recreation Commission calendar and distribute review materials to attendees.

Deliverables:

- PowerPoint Presentation.

Task 8: Parks and Trails Master Plan Preparation

Foothill will compile all interim Master Plan documents and integrate maps, figures, graphics, photographs, references, and recommendations. We will develop a Master Plan document that is organized, documented, defensible, easy to understand, and easily updated. The plan will be built from prior work and deliverables, with additional sections as needed to complete the document, including an Executive Summary, and a discussion of Critical Success Factors.

8.1: Administrative Draft Plan Preparation and Screen-check Review

Foothill will produce the administrative draft document and submit complete copies as described below for review by the County. The County will provide electronic or hard copies to other stakeholders as deemed necessary by County staff. It will be important for the County to distribute this version of the plan to key stakeholders and decision makers so that subsequent modifications to the Draft Final Plan are minimized. Following an initial review period of three weeks, during which the County will collect and compile all comments from internal and external reviewers, Foothill will facilitate a single meeting with County staff to review compiled comments.



Foothill will make necessary revisions to the Master Plan and produce a Screen-check Draft Master Plan, which will be submitted to the County to verify all revisions were satisfactorily addressed. If additional revisions are requested at this time that were not provided in the initial set of comments on the Administrative Draft Master Plan a contract addendum may be required. Two weeks are allowed for Screen-check Draft Master Plan review.

County Role:

- Provide consolidated, organized comments from all involved staff on Administrative Draft Master Plan.

Deliverables:

- Four (4) printed copies of the Administrative Draft Master Plan, and one electronic copy in MS Word format on CD.
- Four (4) printed copies of the Screen-check Draft Master Plan, and one electronic copy in MS Word format on CD.

8.2: Draft Final Plan Preparation

Following verification of the screen-check, the Draft Final Master Plan document will be provided to County staff to distribute to the County Board of Supervisors and Parks and Recreation Commission members in preparation for public presentations of the Plan. Copies will also be provided to the five (5) other local parks and recreation providers in the County as listed below.

NOTE: It is recommended that the administrative draft CEQA document should be submitted simultaneously with the Draft Final Master Plan document, which will be reviewed by the County during the same time period.

County Role:

- Distribute Draft Final Master Plan to County Board of Supervisors and Parks and Recreation Commission
- Prepare staff reports.
- Place item on Board or Commission calendar.

Deliverables:

- Four (4) printed copies of the Draft Final Master Plan, and one electronic copy in MS Word format and PDF on CD to the County

- One (1) printed copy of the Draft Final Master Plan and one electronic PDF copy on CD to each of the following agencies for a total of five (5) copies:
- El Dorado Hills CSD
- Cameron Park CSD
- City of South Lake Tahoe
- Georgetown Divide Recreation District
- City of Placerville

Task 9: Public Presentation #3

Foothill's Project Manager will prepare and give a presentation to the Board of Supervisors or Parks and Recreation Commission summarizing the key elements of the Parks and Trails Master Plan as well as the planning process followed and key issues resolved.

County Role:

- Get item on calendars.

Deliverables:

- PowerPoint presentation

Task 10: Final Parks and Trails Master Plan

Minor comments from the Board of Supervisors, Parks and Recreation Commission, and the public will be compiled and reviewed with County staff before making final changes to the Master Plan. If substantial changes beyond the level of labor specified for this task are requested, a contract addendum may be required.

County Role:

- Provide consolidated, organized comments from all involved reviewers on Draft Final Master Plan.

Deliverables:

- Twenty (20) printed copies of the Final Parks and Trails Master Plan, one (1) reproducible printed master, one electronic copy in MS Word format on CD, and an internet-ready PDF copy.



2 CEQA Environmental Document Scope of Work

2.1 CEQA Environmental Document

Adoption of the Parks and Trails Master Plan by the Board of Supervisors is a discretionary action as defined by the California Environmental Quality Act (CEQA). The County has requested preparation of an environmental document before the Master Plan can be presented to the Board of Supervisors for adoption. Foothill Associates assumes that a CEQA Initial Study will result in the issuance of a Mitigated Negative Declaration (IS/MND).

Data/Input from the County:

- County's preferred IS/MND format, if any

2.2 Project Understanding and Approach

The County of El Dorado is using the Master Plan planning process to examine and update its course of action with regard to future County funding, parkland acquisition, development, and the management of the County of El Dorado parks and trails. The objectives of the Master Plan are to respond to the County's current and future needs, and guide the County in the planning, funding, and development of new parks and trails in the future.

This scope of work outlines the tasks necessary for the preparation of an IS/MND for the County of El Dorado Parks and Trails Master Plan pursuant to the California Environmental Quality Act (CEQA).

The Master Plan will be evaluated with the understanding that future specific projects would require additional environmental review upon implementation. The implementation of Master Plan specific projects would occur as parts in a logical chain of contemplated actions and are expected to have generally similar environmental effects which may be mitigated in similar ways. Master Plan analysis allows for initial consideration of impacts countywide and allows

the County to examine potential mitigation in a broad and consistent approach that may not be possible if evaluating each proposed Master Plan project on an individual basis over multiple years.

The type and extent of additional environmental review at the project level would depend upon each specific project's impacts to environmental resources consistent with and/or beyond those identified in the Master Plan IS/MND. Project specific impacts may also require resource specific technical studies and analysis. It is at this stage that technical studies would be prepared and incorporated into a project-specific CEQA document. Future technical studies may include, but not be limited to, traffic impact studies; noise assessments, biological resource assessments, hazards and hazardous materials assessments, cultural resource studies, air quality analyses, and geotechnical studies.

The IS/MND schedule is dependent upon the completion of the Master Plan. Once the Master Plan is completed, the IS/MND process through the end of the public review period will be completed within approximately 90 days. This includes time for the County review and comment on the administrative and screencheck drafts.

Assumptions:

- Foothill Associates assumes that the Initial Study will result in the issuance of a Mitigated Negative Declaration. Preparation of an EIR is not considered a part of this proposal.
- The County of El Dorado General Services Department will provide the County General Plan and EIR, zoning code, and all other applicable plans and documentation.
- Preparation of the IS/MND will not necessitate the need for new technical studies. The IS/MND will rely on the information presented in the Master Plan (prepared by Foothill Associates), the County General Plan and EIR, and any other existing documentation as it relates to the County of El Dorado and recreation.
- All potentially significant impacts can be reduced to a level of less than significant with the incorporation of mitigation



measures or would result in less than significant impacts or no impacts.

- This is a Master Plan level document and does not provide for site-specific analysis. Although areas for future parks and recreation may be identified in the Master Plan, the location and layout of these sites are only conceptual and/or approximate in nature at this time.

Task 1: Project Management, Meetings, and Public Hearings

Project management and coordination activities will be conducted by Foothill Associates throughout the CEQA process. The CEQA tasks will be managed to ensure control of the budget and scope, prompt delivery of the CEQA work products, and effective coordination and communication between Foothill Associates and the County. The Foothill Associates CEQA Project Manager or designated staff will also attend a public meeting during the public review period, and a Board of Supervisors meeting for the Public Hearing to adopt the IS/MND.

Task 2: Prepare Administrative Draft Initial Study/Mitigated Negative Declaration

Foothill Associates will prepare an Administrative Draft Initial Study Mitigated Negative Declaration (IS/MND) for the proposed Master Plan according to Section 15063(d) of the CEQA Guidelines. The IS/MND would be based on our understanding of the Master Plan (prepared by Foothill Associates) and will focus on resource issues identified in the CEQA Checklist (Appendix G of the State CEQA Guidelines). Information and data from existing reports and technical studies will be utilized to document the potential physical effects that could result from implementation of the Master Plan.

The Initial Study will contain the following:

- A description of potential project locations throughout the County of El Dorado. The description will rely on the Master Plan, a map of park locations, and facility types and service areas as prepared by Foothill Associates.
- An identification of the environmental setting as a baseline for the impact analysis. It will be based on data provided

in the Master Plan, General Plan and EIR, and other applicable documents.

- A list of assumptions used in the environmental analysis.
- The CEQA checklist with a narrative of each issue to support the conclusion. Issues to be analyzed under CEQA include Aesthetics, Biological Resources, Hazards And Hazardous Materials, Mineral Resources, Public Services, Utilities/Service Systems, Agriculture Resources, Cultural Resources, Hydrology/Water Quality, Noise, Recreation, Air Quality, Geology Soils, Land Use/Planning, Population/Housing, and Transportation.
- A discussion of required project approvals (El Dorado County Board of Supervisors).
- Mandatory Findings of Significance will include: the project's potential to degrade the quality of the environment; address cumulatively considerable impacts; and a determination of direct and/or indirect adverse effects on humans.
- A list of preparers and references.
- A discussion of the mitigation necessary to minimize potential impacts to a less than significant level shall also be included in the Mitigation and Monitoring Report.

Data/Input from the County:

- Provide the County General Plan and EIR, zoning code, and all other applicable plans and documentation.

Deliverables:

- Five (5) hardcopies and 1 PDF version and 1 Microsoft Word version on CD of the Administrative Draft IS/MND for review and comment

Task 3: Revise Administrative Draft IS/MND and Submit Screencheck IS/MND

Once prepared, the Administrative Draft IS/MND will be submitted to County staff for review and comment. Following receipt of comments, Foothill Associates will revise the IS/MND, respond to comments from the County, and prepare a screencheck draft IS/MND for final review and



comment by County staff prior to public circulation.

Assumptions:

- No technical studies will be needed and comments are limited to general information and editing without requiring significant additional analysis.

Data/Input from the County:

- Provide comments on the Draft IS/MND

Deliverables:

- One (1) Screencheck Draft IS/MND on CD for final review and comment by County staff

Task 4: Circulate Public Review Draft IS/MND

Once the County has granted approval of the Screencheck IS/MND Foothill Associates will prepare and submit 15 bound copies and one unbound copy of the Public Review Draft IS/MND to the County and 15 copies to the State Clearinghouse for the 30-day public review period. Foothill Associates will file a Notice of Completion with the State Clearinghouse and will also prepare the public notice ("Notice of Intent to Adopt a Mitigated Negative Declaration") for the County. Foothill Associates will publish the Notice of Intent (NOI) in a newspaper of general circulation in the area affected by the proposed project, per CEQA Guidelines Section 15072 (b)(1). Foothill Associates assumes that the County will mail the NOI to previously determined interested organizations and individuals.

Deliverables:

- Fifteen (15) bound hardcopies of the Draft IS/MND submitted to the State Clearinghouse
- Fifteen (15) bound hardcopies of the Draft IS/MND submitted to the County
- One (1) unbound hard copy of the Draft IS/MND submitted to the County
- Notice of Completion
- Notice of Intent

Task 5: Respond to Public Comments and Prepare/Submit Final IS/MND

Following public review, Foothill Associates will discuss the public comments received with

County staff. Foothill Associates will respond to comments and prepare the Final IS/MND for review by County staff. Following review and comment, Foothill Associates will prepare the Final IS/MND for submittal to the County to distribute to the appropriate approving Board. The Final IS/MND will also include a Mitigation Monitoring and Reporting Program, per CEQA Guidelines section 15074(d). The MMRP will identify all potentially significant impacts associated with the adoption of the Master Plan and corresponding mitigation measures.

Data/Input from the County:

- Collect public comments and forward them to Foothill Associates for processing

Deliverables:

- Twelve (12) bound and one (1) unbound hardcopies, one (1) copy in PDF and MS Word format on CD of the Final IS/MND including response to comments and recommendations from the public and other reporting agencies.
- Mitigation Monitoring and Reporting Program



3 Cost Summary

Parks and Trails Master Plan

Task	Description	Total Cost
Task 1 - Project Startup and Management		
1.1	Project Startup Meeting	\$1,580
1.2	County Coordination	\$5,440
1.3	Project Management	\$6,200
Subtotal		\$13,220
Task 2 - Preliminary Planning		
2.1	Review Existing Planning Information	\$6,040
2.2	Population and Demographic Analysis	\$2,312
2.3	Parks and Trails Inventory	\$9,072
2.4	Establish Existing Levels of Service	\$3,300
2.5	Existing Operations and Maintenance	\$1,632
Subtotal		\$22,356
Task 3 - Goals, Policies, and Standards Development		
3.1	Goals and Policies	\$4,840
3.2	Park & Rec Commission and Trails Advisory Committee Meetings (2)	\$2,560
3.3	Proposed Level of Standard Service	\$4,424
3.4	Facility Planning and Design Standards	\$4,584
Subtotal		\$16,408
Task 4 - Community Input		
4.1	County Board, Park & Rec Commission, Staff & Stakeholder Interviews (10 interviews)	\$4,600
4.2	Community Workshop (1)	\$5,312
Subtotal		\$9,912
Task 5 - Needs Analysis		
5.1	Needs Analysis	\$3,840
5.2	Public Presentation #1	\$2,200
Subtotal		\$6,040
Task 6 - Implementation Strategies and Recommendations		
6.1	Facilities and Operations Recommendations	\$8,480
6.2	Land Development Process Recommendations	\$2,100
6.3	Financing Plan	\$9,488
6.4	Future Improvement Feasibility Criteria	\$1,880
Subtotal		\$21,948
Task 7 - Public Presentation #2		
7.1	Public Presentation #2	\$2,200
Subtotal		\$2,200
Task 8 - Parks and Trails Master Plan Preparation		
8.1	Administrative Draft Plan Preparation	\$15,304
8.2	Draft Final Plan Preparation	\$4,098
Subtotal		\$19,402
Task 9 - Public Presentation #3		
9.1	Public Presentation #3	\$2,200
Subtotal		\$2,200
Task 10 - Final Parks and Trails Master Plan		
10.1	Final Parks and Trails Master Plan	\$4,696
Subtotal		\$4,696
Labor Total		\$118,382
Other Direct Costs based on Fee Schedule		\$3,500
Grand Total		121,882



CEQA Environmental Document

Task	Description	Total Cost
Task 1 - Project Management, Meetings & Public Hearing		
	Project Management	\$ 1,920
	Meetings/Teleconference Calls/ Public Hearings to Discuss and Adopt the IS/MND	\$ 3,270
	Subtotal	\$ 5,190
Task 2 - Prepare Administrative Draft IS/MND		
	Project Description	\$ 1,900
	Admin Draft Initial Study Checklist	
	Environmental Setting and Discussion of Impacts	\$ 11,748
	Graphics/Word Processing	\$ 1,800
	QA/QC	\$ 1,098
	Subtotal	\$ 16,546
Task 3 - Revise Administrative Draft IS/MND and Submit Screencheck IS/MND		
	Revise Administrative Draft IS/MND and Submit Screencheck IS/MN	\$ 1,658
	Subtotal	\$ 1,658
Task 4 - Circulate Public Review Draft IS/MND		
	Circulate Public Review Draft IS/MND	\$ 2,130
	Notice of Completion, Notice of Intent	\$ 273
	Subtotal	\$ 2,403
Task 5 - Respond to Public Comments and Prepare/Submit Final IS/MND		
	Teleconference Call w/ County	\$ 374
	Respond to Comments	\$ 952
	Final IS/MND	\$ 2,358
	Mitigation Monitoring and Reporting Program	\$ 930
	Subtotal	\$ 4,614
Labor Total		\$ 30,411
Other Direct Costs (ODCs) Based on Fee Schedule		
	Subtotal ODCs	\$ 1,950
	Grand Total	\$ 32,361





ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

2 0 0 8 R A T E S C H E D U L E

Labor

Rates for Technical Staff

Senior Technical Staff	\$105-190
Legal Deposition	\$300
Legal Testimony	\$450
Associate Technical Staff	\$85-105
Assistant Technical Staff	\$70-85

Rates for CAD/GIS Staff

Senior CAD/GIS Staff	\$95-135
Associate CAD/GIS Staff	\$80-95
Assistant CAD/GIS Staff	\$70-80

Rates for Administrative Staff

Administrative Staff	\$55-80
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Insurance Coverage

Foothill Associates maintains the following insurance coverage:

Type	Amount
Errors and Omissions	\$2,000,000
General Commercial Liability	\$2,000,000
Motor Vehicle Liability	\$1,000,000
Workers Compensation	Per State of California Requirements

Direct Expenses

Mileage	\$0.585 per mile
All Terrain Vehicle	\$150 per day
GPS Unit	\$110 per day
Incubator	\$400 per month
Projector	\$110 per day
Laser Level and Rod	\$75 per day
Rod	\$25 per day
GPS Tablet	\$150 per day
Pressure Transducer (GW-WL16)	\$125 per day
Stream Gage (Sigma-950AV)	\$700 per day
Water Analysis	\$6-8 per sample
Photocopy	\$0.10 per copy
Binding Fees	
Small Reports	\$3.00 per document
Large Reports	\$5.00 per document
Binders	\$20.00 per document
CAD Line Production Plot	
(Black & White)	\$1.80 per linear foot
CAD Line Plot	
(Black & White)	\$6 per linear foot
CAD Line Plot (Color)	\$12 per linear foot
CAD Photo Plot	
(Bond Paper)	\$20 per linear foot
CAD Photo Plot	
(Gloss Paper)	\$30 per linear foot
Color Graphics	
(8½x11)	\$5
second set	\$1
Color Graphics (11x17)	\$10
second set	\$2
Natural Diversity Database	\$275 per run
Digital Files (on CD/DVD)	\$5 per CD/DVD

10% fee on subconsultants and other direct expenses.

Rates subject to review and change on an annual basis.