

ORIGINAL

AGREEMENT FOR SERVICES # 113-S0811

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 Pacific Municipal Consultants, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 10461 Old Placerville Road, Suite 110, Sacramento, CA 95827 (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to assist the Planning Services Department in providing environmental impact assessment services on an "as needed" basis in accordance with Agreement for Services #PLS-06-01 (#345-S0711) executed June 27, 2006 ("Original Agreement"); and

WHEREAS, the Original Agreement expired pursuant to its one-year term on or about June 30, 2007; and

WHEREAS, after the Original Agreement expired, Consultant continued to perform services under the Original Agreement at the request of County; and

WHEREAS, the County has determined that it continues to need the environmental impact assessment services provided by Consultant under the Original Agreement;

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

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

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, and 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

Incorporation of the Original Agreement: All provisions, exhibits and attachments of the Original Agreement, with the exception of Article II relating to term, are incorporated herein and made by reference a part hereof and given full force and effect.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on June 30, 2008.

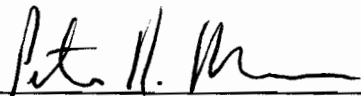
ARTICLE III

Compensation for Services Performed after June 30, 2007 and Prior to the Effective Date of This Agreement: County agrees to compensate Consultant for services performed after June 30, 2007 and prior to the effective date of this Agreement on the condition that such services were authorized by the County, were performed in accordance with all the requirements of the Original Agreement, and conform to all the specifications of the applicable scope of work/Task Order.

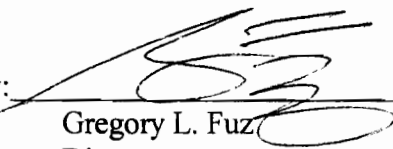
ARTICLE IV

Authorized Projects with Specified Periods for Performance: The parties agree to negotiate in good faith regarding the amendment of Task Orders for which work was authorized and begun prior to June 30, 2007, and which specified a period of performance prior to June 30, 2007 that has not been met. Except as stated in this Article, the requirements set forth in Exhibit B of the Original Agreement, incorporate herein, are given full force and effect for all other work performed under this Agreement.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 10/30/07
Peter N. Maurer
Principle Planner
Development Services Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 10-29-07
Gregory L. Fuz
Director
Development Services Department

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.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONSULTANT --

Dated: _____

PACIFIC MUNICIPAL CONSULTANTS, INC.
A CALIFORNIA CORPORATION

By: _____

Philip O. Carter
President
"Consultant"

By: _____

Corporate Secretary

Dated: _____

2575-1011
COPY

PACIFIC MUNICIPAL CONSULTANTS, INC.
Providing As-Needed Environmental Impact Assessment Services
for El Dorado County

AGREEMENT FOR SERVICES # PLS-06-01

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 Pacific Municipal Consultants, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 10461 Old Placerville Road, Suite 110, Sacramento, CA 95827 (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a consultant to assist the County in providing environmental impact assessment services on an as-needed basis to assist Planning Services in meeting critical project review and construction deadlines in a timely manner; 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 state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and 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/Project Schedule: Consultant agrees to furnish personnel and services necessary to assist the County in performing as-needed environmental impact assessments for capital improvement and other development projects to assist Planning Services in a high demand for meeting critical project review deadlines. Services will be determined on a project-by-project basis and may consist of, but are not limited to, field studies, preparing draft and/or final biological assessments, Clean Water Act permit documentation, red-legged frog surveys, oak tree mitigation surveys, critical resource studies, pre-construction bat and raptor surveys,, air quality analysis, noise and traffic

studies, and preliminary geotechnical analysis. Services shall include, but not be limited to, those tasks as identified in Exhibit "A", marked "Scope of Work", and to be completed in accordance with Exhibit "B", marked "Schedule of Work/Task Order", incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective on July 1, 2006 and shall expire one year from said date. This agreement may be extended for one 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 "C", "Schedule of Rates and Charges", incorporated herein and made by reference a part hereof. Travel expenses shall be paid in accordance with the County's travel policy attached hereto as Exhibit "D", and made reference a part hereof.

The total amount of the Agreement shall not exceed \$150,000, 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 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

studies, and preliminary geotechnical analysis. Services shall include, but not be limited to, those tasks as identified in Exhibit "A", marked "Scope of Work", and to be completed in accordance with Exhibit "B", marked "Schedule of Work/Task Order", incorporated herein and made by reference a part hereof.

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and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Planning 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. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process of the project.

ARTICLE VIII

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

ARTICLE 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 subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or it's 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, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

ARTICLE 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 in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time of 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
PLANNING SERVICES
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: Gregory L. Fuz

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

PACIFIC MUNICIPAL CONSULTANTS, INC.
10461 OLD PLACERVILLE ROAD, SUITE 110
SACRAMENTO, CA 95827
ATTN: PHILIP O. CARTER

or to such other location as the Consultant directs.

ARTICLE XIII

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 Consultant's services, operations or performance hereunder, and due to negligent acts or omissions or willful misconduct, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, it's officers and employees, or as expressly prohibited 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 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 Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile liability insurance of not less than \$500,000 is required in the event motor vehicles are used by the Consultant in performance of the contract.
- D. In the event Consultant is a licensed professional, and is performing professional services under this contract, professional liability (for example, malpractice insurance) is required with a limit of liability not less than \$1,000,000 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 30 day prior written notice to the County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers

are included as additional insured, but only insofar as the operations under this contract are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.

- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this contract for not less than three years following completion of performance of this agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE 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, 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 XVIII

Consultant Taxpayer Identification: The Consultant's Taxpayer Identification Number is 68-0348252.

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 Peter N. Maurer, Planning Deputy, El Dorado County Planning Services, 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 the 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

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

REQUESTING DEPARTMENT CONCURRENCE:

By:  _____ Dated: 5-26-06 _____
Gregory L. Fuz
Development Services Director
El Dorado County Planning Services

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

-- COUNTY OF EL DORADO --

Dated: 6/27/06

By: James R. Sweeney
James R. Sweeney, Chair
Board of Supervisors "County"

ATTEST: _____

Cindy Keck
Clerk of the Board of Supervisors

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors

By: [Signature] ...CONSULTANT...
DEPUTY 6/27/06

Pacific Municipal Consultants, Inc.

Dated: June 9, 2006

By: [Signature]
Philip O. Carter, President
"Consultant"

By: Jennifer LeBoeuf
~~Edward Stearn, Corporate Secretary~~
Jennifer LeBoeuf,

AGREEMENT FOR SERVICES #PLS-06-01
Pacific Municipal Consultants, Inc.
Providing As-Needed Planning Project Review & Processing Services
For El Dorado County

STATEMENT OF FINDINGS

The Board of Supervisors is requesting to find that pursuant to County Charter Section 210(b) (6) and Government Code 31000, work which will be performed by Pacific Municipal Consultants, Inc., pursuant to this contract requires skills that are not expressly identified in County classifications, and that the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff.

El Dorado County requires the specialized professional services of a consultant on an as-needed basis for various capital improvement projects which necessitate this consultant agreement with Pacific Municipal Consultants, Inc. The services include, but are not limited to, the preparation of necessary environmental documents and/or technical environmental studies required under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for County capital improvement projects, which may include the preparation or assistance in the preparation of environmental impact reports (EIRs), environmental Impact statements (EISs), mitigated negative declaration, negative declarations, environmental assessments, initial studies, and requires notices. PMC staff or subconsultants will prepare necessary technical studies to support capital improvement projects, including but not limited to the following: biological Resource reports (e.g., habitat assessments, focused surveys for special-status plant and wildlife species, wetland delineations, biological assessments, arborist reports); cultural resource reports (e.g., cultural resource inventory reports, focused survey reports, historic property survey reports, archaeological survey reports, historic architectural surveys and reports); traffic impact, noise impact, air quality impact, drainage and hydrologic technical, and visual and lighting impact analyses; provide assistance in the 404 permitting process; and provide public relations and outreach services (e.g., site staffing, stakeholder, community, media outreach, community meeting and focus group facilitation; and a variety of other creative and public outreach services.

This work necessitates special skills and qualifications that current staff is unable to meet, and it is not feasible to hire additional permanent staff at this time. The specialized studies contemplated are consistent with the Board of Supervisors' action on June 27, 2000, titled "In-House Environmental Reviews by Planning Department" (page 2, paragraph 2). Pacific Municipal Consultants, Inc. has the expertise and knowledge necessary to complete the work in the most efficient and expeditious way.

Exhibit "A"

Scope of Services

SCOPE OF SERVICES FOR EL DORADO CAPITAL IMPROVEMENT PROJECTS

PROJECT UNDERSTANDING/APPROACH

It is Pacific Municipal Consultants (PMC) understanding that El Dorado County Development Services Department occasionally needs technical assistance in the preparation of environmental documents, technical studies and permitting assistance for a variety of capital improvement projects undertaken by the County. PMC is currently assisting the County on the current capital improvement projects:

- **Green Valley Road /Lotus Road Realignment Project (cultural resources documentation and compliance)**
- **Improvements to the Durock Road/Business intersection (preparation of a Mitigated negative declaration and associated technical studies and environmental permitting)**
- **Improvement of the El Dorado Hills Boulevard/Brittany Road intersection (preparation of a mitigated negative declaration and associated technical studies and environmental permitting)**
- **Pollock Pines Community Park (preparation of a mitigated negative declaration)**
- **El Dorado County Animal Control Facility (preparation of a mitigated negative declaration and associated technical studies)**

PMC understands that the County will continue to need on-call assistance in the preparation of necessary environmental documents and/or technical environmental studies. The following are the anticipated tasks that may be requested by the County. Upon request, PMC will provide a scope and budget for County-requested assistance on the capital improvement project.

WORK PROGRAM –SUPPORT ENVIRONMENTAL SERVICES

Task 1. Preparation of Environmental Documents Required Under CEQA and NEPA

PMC staff will provide support services to County staff in the preparation of required environmental compliance documents under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for County capital improvement projects. This may include the preparation or assistance in the preparation of environmental impact reports (EIRs), environmental impact statements (EISs), mitigated negative declarations, negative declarations, environmental assessments, initial studies and required notices.

Task 2. Preparation of the Technical Studies

PMC staff or subconsultants (subject to approval of the County) will prepare necessary technical studies to support capital improvement projects. Potential technical studies include, but are not limited to, the following:

- Biological Resource Reports (e.g., habitat assessments, focused surveys for special-status plant and wildlife species, wetland delineations, biological assessments, arborist reports). This would be provided by PMC staff.
- Cultural Resource Reports (e.g., cultural resource inventory reports, focused survey reports, historic property survey reports, archaeological survey reports, historic architectural surveys and reports). With the exception of historic architectural studies, these services would be provided by PMC staff.
- Traffic impact analyses.
- Noise impact analyses.
- Air Quality impact analyses.
- Drainage and hydrologic technical analyses.
- Visual and lighting impact analyses. These services would be provided by PMC staff.

Task 3. Permitting

PMC staff would be the County assistance in 404 permitting, water quality certification and streambed alteration agreement approvals PMC will prepare the necessary permit paperwork and consultation with state and federal resource agencies.

Task 4. Public Relations and Outreach

PMC would provide the County assistance in a range of strategic communications services including on site staffing; stakeholder and community outreach; media outreach; public education; survey and focus group research; community meeting and focus group facilitation; communications plan development; key messaging; public speaking training; media skills training; news and promotional writing; event coordination; public service announcement production; paid advertising creation and placement; collateral materials development; partnership development; Web site development; graphics services; and a variety of other creative and public outreach services.

Exhibit "B"

Schedule of Work/Task Order

SCHEDULE OF WORK/TASK ORDER:

Consultant's services are to be provided in support of various projects included in County's Development Services/Planning Services Capital Improvement Program Environmental Review work program as assigned by the Contract Administrator.

The specific services for each assignment shall be determined after a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the budget, timing, applicable standards, required deliverables, assigned Consultant staff, and any required subconsultants. Following the meeting, Consultant shall provide the Contract Administrator with a scope of work, a schedule and a not-to-exceed cost to complete the work assignment (Task Order), which shall require approval, authorization and notification to proceed from the Contract Administrator, prior to commencement of the work. No payment will be made for any work performed prior to approval of the Task Order except for Consultant cost to prepare for and attend subject meeting or telephone conference.

The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No payment will be made for any work performed after the period of performance in the Task Order, unless County's Contract Administrator and Consultant's Project Manager amend the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.

Exhibit "C"

Schedule of Rates and Charges



SCHEDULE OF RATES AND CHARGES

MANAGEMENT	
Principal	\$170
Associate Principal	\$160
Biologist Director	\$150
Senior Associate	\$140
PLANNING/ENVIRONMENTAL	
Senior Biologist	\$125
Principal Planner	\$120
Project Manager	\$110
Senior Planner II	\$110
Senior Cultural Resource Specialist	\$115
Senior GIS Analyst	\$105
Assistant Project Manager	\$100
Senior Planner I	\$100
Associate Planner II	\$95
Biologist	\$90
Associate Planner I	\$85
Assistant Planner II	\$75
GIS Analyst	\$70
Assistant Planner I	\$70
Planning Technician	\$65
Archaeological Technician	\$65

Graphics Technician \$70

Administrative II \$55

Administrative I \$45

PUBLIC RELATIONS

Director \$140

Project Manager \$115

Community Facilitation Liaison \$100

EQUIPMENT CHARGES

Light Meter (per day) \$25

GPS \$60 (per day)

PLEASE NOTE:

Overtime rates charged at 150%, Sundays and Holidays charged at 200% of standard rates.

All outside services and direct expenses are charged at cost plus 10%.

Overtime and/or outside charges will not be incurred without prior authorization by client.

Exhibit "D"

County Policy #D-1: Travel



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject: TRAVEL	Policy Number D-1	Page Number: 1 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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.