

# ORIGINAL

## AGREEMENT FOR SERVICES #079-S1611

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Michael Baker International, Inc., a Pennsylvania Corporation, duly qualified to conduct business in the State of California, whose principal place of business is Airside Business Park, 100 Airside Drive, Moon Township, Pennsylvania 15108, and whose local address is 2729 Prospect Park Drive, Suite 220, Rancho Cordova, California 95670 (hereinafter referred to as "Consultant").

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide services to satisfy the mitigation requirements for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental review to identify alternate trail alignments for the Rubicon Trail; and

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

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

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

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

#### ARTICLE I

**Scope of Services:** Consultant agrees to furnish the personnel and equipment necessary to provide services to satisfy the mitigation requirements for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental review to identify alternate trail alignments for the Rubicon Trail. Services shall be in accordance with Exhibit "A" marked "Project Approach and Scope of Work", 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 one (1) year from the date thereof.

## ARTICLE III

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the completion in accordance with this Agreement and County's acceptance of work, in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rates shall be in accordance with Exhibit "B" marked "Proposed Budget", and Exhibit "C" marked "Hourly Rates and Direct Costs", both incorporated herein and made part by reference hereof.

Total amount of this Agreement, inclusive of all costs and inclusive of all work of subconsultants and expenses, shall not exceed the amount of \$135,015.00.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Chief Administrative Office  
Parks Division  
330 Fair Lane  
Placerville, California 95667

or to such other location as County directs.

In the event that Consultant fails to deliver the documents or other deliverables required pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in **Article XIII – Default, Termination, and Cancellation**.

## ARTICLE IV

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

## ARTICLE V

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

## ARTICLE VI

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

Consultant will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted procedures for the preparation of the documentation in a professional manner.

## ARTICLE VII

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Except for subconsultant R.J. Poff & Associates, 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.

By appropriate agreement, Consultant shall require each subconsultant, to the extent of the work performed by each subconsultant, to be bound to Consultant by the terms of this Agreement, and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward the County.

## ARTICLE VIII

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

## ARTICLE IX

**Data Developed in Public Domain:** All information, data, maps, charts, and studies developed by Consultant which are made a part of the Administrative Draft Documentation, the Draft Documentation or the Final Documentation, are in the public domain and may be used by the

Consultant or the County as property within the public domain. Consultant, by signing this Agreement, disclaims any copyright or other rights to the information published in, or made a part of, the Administrative Draft Documentation, Draft Documentation or Final Documentation.

#### **ARTICLE X**

**Documents, Maps, and Photographs Developed are County Property:** All original documents, maps, charts, photographs, and other material prepared by the Consultant which are made a part of the Administrative Draft Documentation, Draft Documentation, or Final Documentation shall be the property of the County and shall be delivered to the County prior to final payment. Consultant shall not be held liable for any modifications or re-use of County-owned property for purposes outside of this Agreement.

#### **ARTICLE XI**

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

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

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

#### **ARTICLE XII**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

### ARTICLE XIII

#### Default, Termination, and Cancellation:

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

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

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for services rendered in accordance with this Agreement 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 XIV

**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  
Chief Administrative Office  
Parks Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Vickie Sanders

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  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

MICHAEL BAKER INTERNATIONAL, INC.  
2729 Prospect Park Drive, Suite 200  
Rancho Cordova, CA 95670  
ATTN: Philip O. Carter, Vice President

or to such other location as the Consultant directs.

#### **ARTICLE XV**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XVI**

**Indemnity:** To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the

negligence, recklessness, or willful misconduct of Contractor, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Contractor includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

#### **ARTICLE XVII**

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- 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 or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per claim.
- E. Consultant shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees and designated volunteers are included as additional insured on an additional insured endorsement, 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 designated volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or designated volunteers shall be in 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 designated 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 designated 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, as essential for protection of the County.

#### **ARTICLE XVIII**

**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 XIX**

**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 XX**

**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 XXI**

##### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

#### **ARTICLE XXII**

**California Residency (Form 590):** If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has 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 XXIII**

**Nonresident Withholding:** If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE XXIV**

**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 XXV**

**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 XXVI**

**Licenses:** Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

**ARTICLE XXVII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Vickie Sanders, Parks Manager, Chief Administrative Office, or successor.

**ARTICLE XXVIII**

**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 XXIX**

**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 XXX**

**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 XXXI**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXXII**

**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:   
Vickie Sanders, Parks Manager  
Chief Administrative Office

Dated: 8/3/2015

**Requesting Department Head Concurrence:**

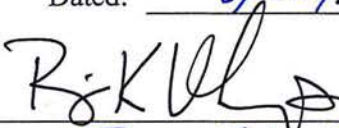
By:  For  
Larry T. Combs  
Chief Administrative Office

Dated: 8/9/15

*m*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 8/25/15  
By:   
Brian K. Veerkamp, Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:  Dated: 8/25/15  
Deputy Clerk

-- CONSULTANT --

MICHAEL BAKER INTERNATIONAL, INC.  
A Pennsylvania Corporation

By:  Dated: July 28, 2015  
Philip O. Carter  
Vice President  
"Consultant"

By:  Dated: July 28, 2015  
Jennifer LeBoeuf  
Assistant Secretary

*rw*

## **EXHIBIT "A"**

### **Project Approach and Scope of Work**

#### **Project Approach**

The proposed Study for Alternate Trail Route for the Rubicon Trail focuses on two (2) segments of the trail (Wentworth Springs Campground and Winter Camp) that historically meet "Saturated Soil" conditions (as defined in the September 2014 Update of the Rubicon Trail Monitoring Protocol) and result in temporary closure of the trail in compliance with the Saturated Soil Water Quality Protection Plan. The intent of the study and associated California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental review is to identify alternate trail alignments around these areas for winter use. It is expected, that both trail alignments will require both CEQA and NEPA clearance. It is also assumed for purposes of this Scope of Work and the Proposed Budget that the environmental review process will conclude with the preparation of an Initial Study (IS) and adoption of a Mitigated Negative Declaration (MND) for CEQA and a Finding of No Significant Impact (FONSI) for NEPA (supported by the preparation of an Environmental Assessment [EA]).

The US Forest Service (USFS) prefers that the EA document be prepared separately from the associated CEQA document. Thus, the scope of work below proposes to prepare the IS/MND and EA/FONSI as separate documents but on parallel tracks.

The Consultant will utilize the existing technical analysis and mapping that has been generated to date for the Rubicon Trail, which includes trail monitoring reports, mapping, and technical analyses associated with the Final Environmental Impact Statement (EIS) for the Rubicon Trail Easement and Resource Improvement Project.

#### **Scope of Work**

##### **Task 1 – Project Initiation**

- Project initiation meeting and preparation for project
- Establishment of Route Alternative Study Team (RAST)

At the outset of the project, Consultant staff will meet with staff from County and USFS to finalize and confirm the scope of services, schedule, field dates, and key parameters for the study, establish working procedures and primary contacts, and identify and collect critical data and relevant plans and reports. This meeting would include discussion of County/Consultant coordination and communication (e.g., additional meetings, phone, fax, email). Furthermore, at this initial meeting, Consultant will discuss the formation of a Route Alternative Study Team (RAST). Composition of the RAST may be determined by County. Consultant recommends that the team include representatives of the USFS, user and maintenance groups such as the Rubicon Trail Foundation and the Friends of the Rubicon Trail, and any other local organizations, agencies, interest groups, or private property owners that have a stake in the Rubicon Trail and the study of trail alternatives.

## **Task 2 – Study for Alternate Route**

This task includes baseline assessment, review of existing documents, and delineation of alternative trail routes. These tasks will be synchronized with the technical studies in Task 3 to ensure efficiency.

### **2.1 – Baseline Assessment**

- Collection and review of data and mapping
- Field review
- Conduct interviews

The purpose of the baseline assessment is to collect data, make field observations, and assess conditions. Based on this information, Consultant will summarize constraints and desired conditions. Constraints are anticipated to include, but are not limited to, saturated soils, plant and animal habitat, and cultural/historic resources. Desired conditions are anticipated to reflect recreational, aesthetic, and economic goals of user groups and business interests as well as land and water management goals of resource agencies.

#### Existing Conditions Data Collection

The project team will collect GIS data including the extent of Rubicon Trail easement, existing alignment of the Rubicon Trail, unauthorized routes, unauthorized routes to be closed and rehabilitated, soil indicator data, sensitive, threatened, or endangered animal and plant species, and cultural/historic resources. Additional data may be requested following discussions with County staff and members of the RAST. In particular, the project team is interested in:

- 1) Proposed or anticipated actions in the El Dorado National Forest within a close proximity to the Rubicon Trail.
- 2) GPS data, photos, and notes collected by user groups or user group members.

#### Site Assessment Visit and Stakeholder Interviews

With resource maps in hand, Consultant will conduct a focused field review of the Rubicon Trail and the area surrounding Wentworth Springs Campground and Winter Camp with County staff and members of the RAST. The project team will assess and document conditions, evaluate existing soil and drainage conditions, investigate trail user patterns, and collect user community goals as well as the environmental design goals of management agencies. Assessment worksheets, photography, informal interviews, and group discussion will be used.

### **2.2 – Review Existing Plans, Measures, Protocols, and Reports**

- Review of applicable plans and determination of “lessons learned

Consultant will review applicable plans and decision documents as identified by staff and members of the RAST. Plans and decision documents may include:

- 1) The US Department of Agriculture’s (USDA) 2012 Record of Decision and Final EIS for the Rubicon Trail Easement and Resource Improvement Project,

- 2) The Rubicon Trail Plan,
- 3) The Friends of the Rubicon Trail 10-Point Plan to Manage the Rubicon Trail,
- 4) The Saturated Soil Water Quality Protection Plan, and the
- 5) Rubicon Trail Monitoring Protocol.

Consultant will then convene the County and Eldorado National Forest staff to review and assess the effectiveness of these documents with a focus on lessons learned that might impact the feasibility of route alternatives.

### **2.3 – Delineate Alternate Trail Routes and Complete Study**

- Mapping of viable alternative routes
- Revisions of map routes
- Complete and finalize route study

#### Map Viable Alternative Trail Routes

Using data collected above and in Task 3 Technical Studies, Consultant will delineate up to three (3) alternative routes in the Wentworth Springs Campground area and up to three (3) alternative routes in the Winter Camp area. Delineation will prioritize user and environmental goals as well as avoidance of potential habitat, soil, hydrologic, topographic, or cultural/historic resources/constraints. The delineation will be based on a preliminary engineering review for feasibility.

#### Revise Alternative Trail Routes

Consultant will share the map of viable alternative trail routes with County staff and members of the RAST. This is a potential cost savings step because RAST may identify portions of the alternative routes that are infeasible due to conditions understood best by local users and land and water managers. Based on feedback from County staff and RAST members, the alternative trail routes will be revised.

#### Complete and Finalize Alternative Route Study

Based on input on the alternative trail routes, Consultant will prepare a draft of the Alternative Route Study (ten (10) hard copies and an electronic copy in Word) for County staff and RAST members to review and provide comments. The Alternative Route Study will identify recommendations for the preferred alternative route alignment for each location and will identify required improvements and approvals to move forward with the alternative alignments (e.g., modification of the Rubicon Trail Easement and potential new water quality best management practices [BMPs]). The Alternative Route Study will include the technical studies identified in Task 3 as an appendix. Consultant will seek comments on the studies with emphasis on possible gaps in the studies and special interest groups that may have been overlooked earlier in the process and that may present issues during public comment periods of Task 4 and 5. Upon receiving final comments, Consultant will finalize the Alternative Route Study report and will provide the County with twenty (20) hard copies and an electronic copy in PDF. Consultant will also provide all new mapping data generated in GIS.

### **Task 3 – Technical Studies**

This task includes the preparation of the following technical studies and consultation processes, which will be done concurrently with Task 2 and will support both the development of the Alternative Route Study and the environmental review process.

#### **3.1 – Hydrologic and Geotechnical Analysis**

- Technical memorandum

This will involve review of existing land surveys, topographic maps, soil surveys, and aerial photos of the Wentworth Springs Campground and Winter Camp trail areas for potential alternative routes. Consultant will conduct field review of the areas and potential alternative routes and collect reconnaissance level measurements of slope, soils, hydrology, geology, and other features. Adjustments to alternative routes can be made in the field to minimize potential impacts and the requirement for engineered or trail BMP mitigations. Field surveys will collect data consistent with the El Dorado County's Rubicon Trail Saturated Soil Water Quality Protection Plan Technical Report requirements.

Preliminary hydrology, engineering, and geotechnical analysis will be done to define construction issues, erosion control BMPs, and construction cost ranges for each feasible alternative route. The analysis of the route construction and trail BMP requirements will evaluate the feasibility and effectiveness of installing one or more of the 16 erosion control measures identified in the USDA's Final EIS for the Rubicon Trail Easement and Resource Improvement Project.

This analysis will be provided in a technical memorandum that will become an appendix to the Alternative Route Study. Consultant will revise the technical memorandum based on comments received during the review of the technical memorandum and Alternative Route Study.

#### **3.2 – Biological Resource Analysis**

- Biological Resources Technical report
- Biological Assessment/Section 7
- Wetland Delineation
- Permitting

##### Subtask 3.2.1 Biological Resources Technical Report

There are several potential sensitive resources in and around the existing Rubicon Trail segments being evaluated. The Gerle Creek Wetland Complex is the hydrologic and riparian feature along and adjacent to the trail from Wentworth Springs Campground in the west to where the trail begins to climb onto the granite slabs in the east. This wetland complex is approximately thirty-five (35) feet south of the trail in areas just east of Wentworth Springs Campground (measurement is based on field observations using a range finder). The Winter Camp Wetland Complex is the hydrologic and riparian feature along and adjacent to the trail in the vicinity of the Soup Bowl and Winter Camp areas. Of particular concern are three hydrologically connected wetlands that are referred to



(from west to east) as the Soup Bowl Wetland, the Winter Camp Wetland, and the Little Sluice Wetland. Threatened and endangered wildlife species potentially occurring along trail segments being evaluated include the American bald eagle, California spotted owl, great gray owl, northern goshawk, Pacific fisher, American marten, peregrine falcon, Sierra Nevada red fox, pallid bat, Townsend's big-eared bat, willow flycatcher, and California wolverine. In addition, the Wentworth Springs Campsite and Winter Camp lies within the proposed critical habitat for Sierra Nevada yellow-legged frog. There are also management indicator species present.

#### Review of Existing Data/Information

Consultant biologists will review all available biological resource data gathered by the USFS for the region including the Rubicon Trail Easement and Resource Improvement Project Final EIS. In addition, Consultant will conduct a record search of California Department of Fish and Wildlife's California Natural Diversity Database (CNDDDB), the US Fish and Wildlife Service online species list, and the California Native Plant Society online inventory to determine the project site's potential to support rare, threatened, endangered, or otherwise unique wildlife and plant species. A map will be prepared showing the recorded locations of sensitive species in the CNDDDB.

#### Field Reconnaissance

Utilizing existing data from agencies (including USFS), a field survey will be undertaken to verify existing conditions, examine areas of concern, and identify habitats. A Visual Encounter Survey and habitat mapping will focus on areas occurred within one-quarter mile of Rubicon Trail.

#### Biological Resources Technical Report

Consultant will identify sensitive biological resources within the project area and potentially significant direct, indirect, and cumulative impacts on the special-status wildlife and plant species and habitats. Consultant will also identify if the project would affect federal or state-listed threatened or endangered species.

#### Subtask 3.2.2 Biological Assessment / ESA Section 7 Consultation

Consultant will present the Biological Resources Technical Report to the USFS and work with the USFS to determine if an informal or formal consultation should be initiated for the project. Consultant will prepare a Biological Assessment/ Evaluation (BA/BE) using the USFS template. The Draft BA/BE will be submitted to the County and the USFS for review. Upon revision, Consultant will provide the Final BA/BE to the USFS for consultation services. Consultant will provide technical support to the US Fish and Wildlife Service during the consultation process.

#### Subtask 3.2.3 Wetland Delineation

During the site evaluation (Subtask 3.2.1) Consultant will determine if there is a potential for impacts to federal or state-protected waters from the alternative trail construction. If so, Consultant will collect field data during the field reconnaissance and prepare a Preliminary Jurisdictional Determination Report. The delineation will be submitted to the County for review. A final document will be submitted the US Army Corps of Engineers for verification.

#### Subtask 3.2.4 Permitting

**Clean Water Act 404.** Based upon the verified wetland delineation and preliminary engineering specifications, Consultant will prepare a Pre-Construction Notification (PCN). It is assumed that the Sections 7 and 106 consultations conducted for other elements of this scope will suffice for this task.

**Clean Water Act 401.** Should compliance with Section 404 of the Clean Water Act be required, Consultant will prepare an application for a Section 401 Water Quality Certification for submittal to the Regional Water Quality Control Board. The application packet for this permit will not be deemed complete until the Notice of Determination is filed at the State Clearinghouse.

**California Fish and Game Code Sections 1600–1616.** If necessary, Consultant will prepare a Streambed Alteration Agreement application for submittal to the California Department of Fish and Wildlife. The application packet for this permit will not be deemed complete until the Notice of Determination is submitted to the State Clearinghouse.

#### Assumptions

- Permitting activities, including possible informal or formal consultation with the US Fish and Wildlife Service under Section 7 of the Federal Endangered Species Act, will not be undertaken unless necessary.
- This proposed scope of work does not include protocol-level surveys for endangered wildlife and fisheries resources.
- A tree survey or arborist report is not included in this scope or associated budget.

### **3.3 – Visual Resource Analysis**

- Technical memorandum

While the Rubicon Trail is in a remote area of the forest and the previous Final EIS did not identify any substantial visual effect concerns, Consultant will document the visual character of the general area associated with the Wentworth Springs Campground and Winter Camp areas. The visual resource analysis will utilize USFS scenery management guidance to evaluate the extent of the visual alternation of the alternative route alignments on trail users. This will consist of photo documentation, viewshed identification and analysis, and mapping.

This analysis will be provided in a technical memorandum that will become an appendix to the Alternative Route Study. Consultant will revise the technical memorandum based on comments received during the review of the technical memorandum and Alternative Route Study.

### **3.4 – Cultural Resources Survey Report**

- Technical report
- Native American consultation under Section 106 and AB 52
- Documentation for Section 106

Consultant will coordinate with the County to develop an Area of Potential Effects (APE) for the project. The APE will be surveyed and cultural resources (archaeological and built environment resources) will be identified within the APE. The October 2012 National Register of Historic Places Evaluation of the Rubicon Trail Report will be utilized as a resource for this analysis. A records search at the North Central Information Center will be conducted and Consultant will coordinate with the Forest Service and the County to complete Native American consultation in support of Section 106 and AB 52. Consultant will prepare a Cultural Resources Survey Report that is pursuant to Section 106 of the National Historic Preservation Act and CEQA, which will document the location of cultural resources within the APE and make applicable recommendations for further study. For example, if cultural resources are identified, Consultant will coordinate with County and Forest Service staff to determine if these resources require evaluation for inclusion in the National Register of Historic Places and California Register of Historical Resources or if the resources are exempt from evaluation. If evaluations are required a budget augment will be prepared.

### **Task 4 – Initial Study/Mitigated Negative Declaration (CEQA)**

#### **4.1 – Preparation of Draft Initial Study**

- Ten (10) hard copies and an electronic version in Word

##### Initial Study Project Description

The project description will be a succinct description of the Alternative Trail Route for both Wentworth Springs and Winter Camp that will include a description of the recent actions to establish the roadway easement for the Rubicon Trail as well as associated trail improvements. The project description will include a description of the alternative routes evaluated and the recommendations. A listing of all project-related required approvals will also be provided.

##### Initial Study Technical Analysis

Consultant will prepare a draft Initial Study using the current Environmental Checklist Form in Appendix G of the CEQA Guidelines. The Initial Study will consist of a project description, CEQA Environmental Checklist, discussion of environmental issues, and references and will be formatted consistent with the County's preferred format.

The Initial Study will include a brief discussion of each issue item in the Environmental Checklist, with a more thorough analysis given to those items that could result in potentially significant impacts. Consultant will also identify current County standards that are required to reduce adverse impacts to less than significant levels.

While all of the environmental issue areas below will be addressed, agricultural resources, hazards, land use, mineral resources, noise, population/housing, public services, traffic and circulation, and utilities/service systems will be identified as “no

impact” given the nature of the project. The Initial Study will only describe enough of the environmental issue and the justification for the no impact determination. The technical study (Task 3) results prepared will be integrated into the Initial Study.

- Aesthetics
- Agricultural and Forestry Resources (no impact)
- Air Quality
- Biological Resources
- Cultural Resources
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials (no impact)
- Hydrology/Water Quality
- Land Use/Planning (no impact)
- Mineral Resources (no impact)
- Noise (no impact)
- Population/Housing (no impact)
- Public Services (no impact)
- Recreation
- Traffic and Circulation (no impact)
- Utilities/Service Systems (no impact)

Ten (10) hard copies and an electronic version in Word of the draft Initial Study will be provided to the County for review and comment.

#### **4.2 – County Review of Draft Initial Study**

- Comments on draft Initial Study from County staff

Consultant will meet with County staff to go over the results of the draft Initial Study and answer any questions regarding the analysis conclusions as well as to identify any changes to the Initial Study.

#### **4.3 – Preparation of Public Draft Initial Study/Mitigated Negative Declaration**

- Electronic copy of the screencheck IS/MND
- Twenty (20) hard copies and five (5) CDs of the IS/MND
- Notice of Intent
- Notice of Completion and submittal to State Clearinghouse
- 30-day review period

The draft Mitigated Negative Declaration will be based on the draft Initial Study (IS/MND) and will incorporate all County edits and comments. A screencheck draft of the IS/MND will be prepared for final review by the County prior to release. Upon final approval, Consultant will generate twenty (20) hard copies (with technical appendices on CD) and five (5) additional electronic copies on CD of the IS/MND for

County distribution. This task will also include preparation of the Notice of Intent. County will handle State Clearinghouse submittal on behalf of the County with the Notice of Completion. The public documents will be provided in Adobe PDF.

#### **4.4 – Response to Comments on IS/MND**

- Technical memorandum responding to comments received

At the end of the public comment period for the IS/MND, Consultant will provide the County with a technical memorandum responding to any written comments received on the document. Consultant staff will also assist in the preparation of CEQA findings for the MND.

#### **4.5 – Prepare of Notice of Determination and Mitigation Monitoring and Reporting Program**

- Notice of Determination (NOD) and Mitigation Monitoring and Reporting Program (MMRP)

Consultant will prepare the Notice of Determination for the County as well as the Mitigation Monitoring and Reporting Program for adoption, should there be mitigation measures.

### **Task 5 – Environmental Assessment/Finding of No Significant Impact (NEPA)**

Based on our review of the USFS Environmental Policy Act Handbook (FSH 1909.15), the project would require the preparation of an EA to support a FONSI. Consultant will coordinate with USFS staff in the preparation of this document and determine whether it can utilize the tiering provisions under Section 11.41 and 42.1 of the Handbook or if this EA will be required to be a stand-alone document.

Consultant will establish key points of contact with USFS staff and associated team members from the USFS to establish regular communication on the development of the EA to ensure it meets the expectations of the USFS and is consistent with its procedures. The following key tasks will be conducted.

#### **5.1 – Conduct Scoping**

- Purpose action, need, and decision framework
- Public participation process, mailing list, and notices
- Confirm scope, content, and format of EA

As set forth in Chapter 11 of the Handbook, the USFS conducts scoping for all environmental review processes under NEPA (not limited to EIS documents). The following work efforts will be conducted under this task:

- Coordinate with USFS staff in the development of the proposed action, purpose and need, and decision framework.

- Identify any other responsible officials and agencies with an interest in the action that may request to be a cooperating agency (e.g., US Fish and Wildlife Service, California Department of Fish and Wildlife, Regional Water Quality Control Board, Washoe Tribe).
- Establish public participation process through the establishment of a list of interested parties of concern, and mail notices regarding the project and request input/consultation on the project as well as subsequent notices for the availability of project documents and information.
- Confirm the required scope, content, and format of the EA.

## **5.2 – Prepare Administrative Draft EA**

- Electronic version in Word

Consultant will prepare an administrative draft EA for review and comment. An electronic copy will be provided in Word. The content of the EA will be consistent with Sections 41.2 through 41.24 of the Handbook as well as the direction on the analysis in Sections 12.3 and 12.42 through 17 of Handbook. The analysis in the EA will include all required determinations and compliance documentation as required by applicable federal statutes, executive orders, regulations, and other factors while also being written in such a way as to be easily understandable by both the public and decision-makers. The EA will include use of the technical studies in Task 3.

## **5.3 – Revise Administrative Draft EA**

- Electronic version in Word

A screencheck draft of the administrative draft EA will be prepared for internal review. Consultant will respond to all comments received and identify how each comment was addressed. Following a final review check by the USFS, Consultant will prepare the final deliverables and public drafts.

## **5.4 –Public Draft EA and FONSI**

- Twenty (20) hard copies and electronic version of public draft EA and FONSI
- 30-day review period

Upon preparation of the finalized public draft EA, Consultant will prepare a combined Notice of Intent FONSI for publication and public review. Consultant will distribute the EA to all required/interested federal, state, and/or local agencies.

Consultant will provide twenty (20) hard copies and electronic copy of the public draft EA and FONSI.

## **5.5 – Administrative Final EA**

- Electronic version in Word

At the conclusion of the 30-day public comment period, Consultant will respond to all environmental comments received and prepare a revised EA. The revised EA will be

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provided electronically in Word for review. Following a review by the USFS, Consultant will prepare the final revised EA.

With respect to the revised EA and response to comments, Consultant anticipates twenty (20) comment letters of normal detail (two (2) to three (3) pages in length), based on our prior experience with projects of similar scope. Comment letters in excess of twenty (20) letters and/or comment letters that are considered very complex and requiring substantial effort or additional analysis to respond to will be considered outside of this scope of work and cost estimate.

#### **5.6 – Final EA and FONSI**

- Electronic version in Word

Consultant will respond to all comments received on the administrative final EA and will identify how each comment was addressed. Following a final review check by the USFS, Consultant will prepare the final EA and FONSI and will provide it in electronic format to USFS.

#### **5.7 – Decision Notice**

- To be prepared by USFS staff

Consultant anticipates that the USFS staff would complete the decision notice. Consultant will review the notice and provide comments prior to its release.

### **Task 6 – Project Management and Meeting Attendance**

- Four (4) project/management meetings and three (3) public hearings
- Conference calls on an as-needed basis

Consultant will assist the County by providing overall project management for the study and associated environmental review. Consultant will attend one (1) project initiation and kickoff meeting and four (4) project management/coordination meetings and will conduct regular update conference calls with the County and USFS in order to facilitate coordination, data collection, and clarification of comments, and to answer any questions on the technical analysis and documentation. Consultant will also attend up to three public hearings/meetings on the project.

#### **Task 6.1 – Contingency**

This task includes \$12,000.00 in contingency funding to supplement additional and out of scope work on the project. Use of these funds will require Consultant to provide a scope of work and budget for approval by the County's contract administrator.

**EXHIBIT "B"**  
**Proposed Budget**

TASK	TOTAL BUDGET
<b>1. PROJECT INITIATION</b>	<b>\$2,030.00</b>
1. Project Initiation	\$2,030.00
<b>2. STUDY FOR ALTERNATE ROUTE</b>	<b>\$30,440.00</b>
2.1 Baseline Assessment	\$15,560.00
2.2 Review Existing Plans, Measures, Protocols, and Reports	\$1,360.00
2.3 Delineate Alternate Trail Routes and Complete Study	\$13,520.00
<b>3. TECHNICAL STUDIES</b>	<b>\$64,875.00</b>
3.1 Hydrologic and Geotechnical Analysis	\$5,430.00
3.2 Biological Resource Analysis	
<i>Subtask 3.2.1 Biological Resources Technical Report</i>	\$21,750.00
<i>Subtask 3.2.2 Biological Assessment / ESA Section 7 Consultation</i>	\$11,235.00
<i>Subtask 3.2.3 Wetland Delineation</i>	\$6,070.00
<i>Subtask 3.2.4 Permitting</i>	\$6,140.00
3.3 Visual Resource Analysis	\$2,050.00
3.4 Cultural Resources Survey Report	\$12,200.00
<b>4. INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (CEQA)</b>	<b>\$11,030.00</b>
4.1 Preparation of Draft Initial Study	\$5,830.00
4.2 County Review of Draft Initial Study	\$730.00
4.3 Preparation of Public Draft Initial Study/Mitigated Negative Declaration	\$1,990.00
4.4 Response to Comments on IS/MND	\$2,290.00
4.5 Prepare of Notice of Determination and Mitigation Monitoring and Reporting Program	\$190.00
<b>5. ENVIRONMENTAL ASSESSMENT/FINDING OF NO SIGNIFICANT IMPACT (NEPA)</b>	<b>\$10,520.00</b>
5.1 Conduct Scoping	\$1,500.00
5.2 Prepare Administrative Draft EA	\$3,590.00
5.3 Revise Administrative Draft EA	\$1,190.00
5.4 Public Draft EA/FONSI	\$1,140.00
5.5 Administrative Final EA	\$2,100.00
5.6 Final EA/FONSI	\$810.00
5.7 Decision Notice	\$190.00
<b>6. PROJECT MANAGEMENT AND MEETING ATTENDANCE</b>	<b>\$16,120.00</b>
6.0 Project Management and Meetings	\$4,120.00
6.1 Contingency Funds	\$12,000.00
<b>Total Hours / Budget</b>	<b>\$135,015.00</b>



**EXHIBIT "C"**  
**Hourly Rates and Direct Costs**

Title	Rate
Overall Project Manager	\$220.00
Environmental Review Task Manager	\$150.00
Alternative Route Study Task Manager	\$150.00
Biological Resources Director	\$180.00
Senior Engineer	\$175.00
Cultural Resources Analyst	\$125.00
Senior Environmental Planner	\$118.00
Biologist/Environmental Planner	\$105.00
Assistant Planner	\$ 95.00
GIS/Graphics/Creative Services	\$115.00
Technical Editor	\$ 85.00
Administrative Support	\$ 65.00

Direct costs include a ten-percent (10%) mark up and are anticipated to include items such as printing/reproduction; delivery costs/postage; media costs such as the burning of CD's. Any travel costs/mileage costs will be reimbursed per Exhibit "D" marked "County of El Dorado Board of Supervisors Policy D-1 Travel" incorporated herein and made part by reference hereof. The total amount of these expenses shall not to exceed \$6,050.00 and are included in the not-to-exceed amount of \$135,015.00 of this agreement.

The costs for subconsultant R.J. Poff & Associates will be billed at cost plus ten-percent (10%), not to exceed \$7,920.00 and are included in the not-to-exceed amount of \$135,015.00 of this agreement.

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## EXHIBIT "D"

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

<b>Subject:</b>	<b>Policy Number</b>	<b>Page Number:</b>
<b>TRAVEL</b>	<b>D - 1</b>	<b>Page 1 of 13</b>
	<b>Date Adopted:</b>	<b>Revised Date:</b>
	<b>12/22/1987</b>	<b>10/20/2009</b>

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

<b>Subject:</b>  TRAVEL	<b>Policy Number</b> D - 1	<b>Page Number:</b> Page 2 of 13
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 10/20/2009

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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COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

<b>Subject:</b>  TRAVEL	<b>Policy Number</b> D - 1	<b>Page Number:</b> Page 3 of 13
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 10/20/2009

- 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.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D - 1	Page Number: Page 4 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- (3) Out-of-county overnight travel.
  - (4) Members of boards or commissions, or non-county personnel.
  - (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.

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COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:	Policy Number	Page Number:
TRAVEL	D - 1	Page 5 of 13
	Date Adopted:	Revised Date:
	12/22/1987	10/20/2009

d. 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 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.

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COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D - 1	Page Number: Page 6 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

- 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 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

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COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D - 1	Page Number: Page 7 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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. 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 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





COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:	Policy Number	Page Number:
TRAVEL	D - 1	Page 8 of 13
	Date Adopted:	Revised Date:
	12/22/1987	10/20/2009

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:

- (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.

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COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D - 1	Page Number: Page 9 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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 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

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COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D - 1	Page Number: Page 10 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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 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

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COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D - 1	Page Number: Page 11 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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

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.

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COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D - 1	<b>Page Number:</b> Page 12 of 13
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 10/20/2009

- 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 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

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COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D - 1	Page Number: Page 13 of 13
	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

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

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.

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