

# ORIGINAL

## ICF Jones & Stokes, Inc.

### FIFTH AMENDMENT TO AGREEMENT FOR SERVICES #007D-A-12/13-BOS

**THIS FIFTH AMENDMENT** to that Agreement for Services #007D-A-12/13-BOS made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and ICF Jones & Stokes, Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 9300 Lee Highway, Fairfax, Virginia 22031, and whose local place of business is 980 9th Street, Suite 1200, Sacramento, California 95814 (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to assist in the preparation of a legally and technically adequate Environmental Impact Report (hereafter referred to as "EIR") for the Village of Lime Rock Valley Specific Plan development project (hereafter referred to as "Project"), located in the Shingle Springs area of the County of El Dorado, California, pursuant to Agreement for Services #007D-A-12/13-BOS, dated November 13, 2012, First Amendment to Agreement for Services #007D-A-12/13-BOS, dated March 11, 2014, Second Amendment to Agreement for Services #007D-A-12/13-BOS, dated July 22, 2014, Third Amendment to Agreement for Services #007D-A-12/13-BOS, dated April 14, 2015, and Fourth Amendment to Agreement for Services #007D-A-12/13-BOS, dated March 8, 2016, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to augment the scope of work, amending **ARTICLE I, Scope of Services**, and adding **Exhibit A-4, Additional Scope of Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of November 12, 2020 for three (3) additional years, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to remove the reference to the separate Agreement between County and G3 Enterprises, Inc. and increase the not-to-exceed compensation amount of the Agreement by \$77,886.38, amending **ARTICLE III, Compensation for Services**, and replacing **Amended Exhibit C-1, Fee Schedule** with **Amended Exhibit C-2, Amended Fee Schedule**, and **Amended Exhibit D-1, Cost Estimate** with **Amended Exhibit D-2, Amended Cost Estimate**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's notice recipients, amending **ARTICLE XI, Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XX, Administrator**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Fifth Amendment to Agreement on the following terms and conditions:

- I. All references to Community Development Agency, Long Range Planning Division throughout the Agreement shall read Planning and Building Department, Planning Division.
- II. All references to Community Development Agency, Administration and Finance Division throughout the Agreement shall read Chief Administrative Office.
- III. Exhibit B, Board of Supervisors Policy D-1 is replaced in its entirety with Amended Exhibit B, Board of Supervisors Policy D-1 attached hereto and incorporated herein by reference. All references to Exhibit B, Board of Supervisors Policy D-1 throughout the Agreement are substituted with Amended Exhibit B, Board of Supervisors Policy D-1
- IV. Amended Exhibit D-1, Cost Estimate is replaced in its entirety with Amended Exhibit D-2, Amended Cost Estimate attached hereto and incorporated herein by reference. All references to Amended Exhibit D-1, Cost Estimate throughout the Agreement are substituted with Amended Exhibit D-2, Amended Cost Estimate.
- V. **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE I**

**Scope of Services:** Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment and services necessary to prepare a legally and technically adequate EIR which would be certified by the Board of Supervisors of the County of El Dorado. Services shall include, but are not limited to, those tasks identified in Exhibit A, marked "The Lime Rock Valley Specific Plan EIR Scope of Work," Exhibit A-1, marked "Additional Scope of Services," Exhibit A-2, marked "Additional Scope of Services," Exhibit A-3, marked "Additional Scope of Services," and Exhibit A-4, marked "Additional Scope of Services," all incorporated herein and made by reference a part hereof.

County's Contract Administrator will issue Consultant written Notices to Proceed for all of the Tasks listed in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 herein, not including Contingency Work, and Consultant shall not commence any work until receiving each Notice to Proceed.

In addition to the specific services identified in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4, this Agreement may also include Project

Contingency work. Such Project Contingency work may supplement, expand, or otherwise modify the Scope of Services or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of the Project.

Before proceeding with any work for Project Contingency, under this Agreement, the specific services for each assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the applicable standards, required deliverables, specific Consultant staff or subconsultant to be used, and any task-related mileage budget, if applicable, on a task-by-task basis. Within an agreed timeframe as determined by County's Contract Administrator following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, target completion date, and a not-to-exceed cost itemization to complete the work for the Project Contingency task, which shall require written authorization and notification to proceed (may consist of an email) from County's Contract Administrator, prior to the commencement of work. No payment will be made for any Project Contingency task performed prior to written authorization and notification to proceed, and no payment will be made for amounts in excess of the not-to-exceed amount of the authorization.

Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 hereto, outline the scope of Consultant's and subconsultant's responsibilities. All of the Tasks included in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement.

- VI. ARTICLE II, Term,** of the Agreement is amended in its entirety to read as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective on November 13, 2012 and shall expire on November 12, 2023.

- VII. ARTICLE III, Compensation for Services,** of the Agreement is amended in its entirety to read as follows:

**ARTICLE III**

**Compensation for Services:** For services provided herein, including all deliverables described in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 hereto, County agrees to pay Consultant monthly in arrears and within forty-five (45) days following County receipt and approval of itemized invoices detailing services rendered.

For the period beginning November 13, 2012, and continuing to March 10, 2014, Consultant shall bill in accordance with the following rate schedule:

| <b>The Lime Rock Valley Specific Plan EIR</b> |   |                  |
|---|---|------------------|
| <b>Task</b>                                   | <b>Description</b>                                    | <b>Cost</b>      |
| 1.0   | Project Initiation                                    | \$ 4,067         |
| 2.0   | Project Management and Meetings                       | \$ 16,759        |
| 3.0   | Prepare Project Description and Notice of Preparation | \$ 19,622        |
| 4.0   | Administrative Draft EIR                              | \$167,816        |
| 5.0   | Public Draft EIR                                      | \$ 23,368        |
| 6.0   | Respond to Comments                                   | \$ 29,478        |
| 7.0   | Final EIR   | \$ 12,018        |
| 8.0   | Attend Public Meetings                                | \$ 6,745         |
| 9.0   | Prepare Notice of Determination                       | \$ 309           |
| 10.0  | Direct Expenses                                       | \$ 2,900         |
|   | <b>TOTAL</b>  | <b>\$283,082</b> |

For the period beginning March 11, 2014, the effective date of the First Amendment, and continuing through July 21, 2014, the day before the effective date of the Second Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning July 22, 2014, the effective date of the Second Amendment, and continuing through April 13, 2015, the day before the effective date of the Third Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning April 14, 2015, the effective date of the Third Amendment to the Agreement and continuing through the day before the effective date of the Fifth Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C-1, marked "Fee Schedule," incorporated herein and made a reference a part hereof.

For the period beginning with the effective date of this Fifth Amendment to the Agreement and continuing through the remaining term of the Agreement, unless a new Fee Schedule is approved by the Contract Administrator, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C-2, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof. Other direct costs including subconsultant's services authorized herein shall be invoiced at Consultant's cost, with a ten percent (10%) markup, for services rendered. Any invoices that include other direct costs, or subconsultant's costs, shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purpose of budgeting the items identified in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4 herein, the maximum allowable billing amounts for each item of work are described in Amended Exhibit D-2, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit D-2 represent the composition of the total not-to-exceed budget for this Agreement, as amended. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Amended Exhibit D-2 among the various Tasks, Mileage and Direct Costs, Contingency, and subconsultant identified therein, subject to County's Contract Administrator's written approval. In no event shall the not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement as amended, including all of the services detailed in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4, inclusive of all work of subconsultants, costs, taxes, and expenses, shall not exceed \$653,307.38.

Travel and/or mileage expenses, if applicable, shall be paid in accordance with Amended Exhibit B, "Board of Supervisors Policy D-1," incorporated herein and made by reference a part hereof. Travel and mileage reimbursement rates apply to Consultant only and do not apply to Consultant's subconsultant. There shall be no markups allowed on travel or mileage rates for Consultant.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. 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  
Planning and Building Department  
Planning Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Mel Pabalinas, Planning Manager

or to such other location as County directs.

**VIII. ARTICLE XI, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

#### **ARTICLE XI**

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

To County:

County of El Dorado  
Planning and Building Department  
Planning Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Mel Pabalinas  
Planning Manager

With a copy to:

County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts  
Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

ICF Jones & Stokes, Inc.  
980 9th Street, Suite 1200  
Sacramento, California 95814

Attn.: Frank D. Freytag

ICF Jones & Stokes, Inc.  
980 9th Street, Suite 1200  
Sacramento, California 95814

Attn.: Maggie Townsley

or to such other location at Consultant directs.

**IX. ARTICLE XX, Administrator**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XX**

**Administrator:** The County Officer or employee with the responsibility for administering this Agreement is Mel Pabalinas, Planning Manager, Planning and Building Department, Planning Division, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #007D-A-12/13-BOS shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to Agreement for Services #007D-A-12/13-BOS on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Dated: 6/23/2020

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 6/23/2020

-- ICF JONES & STOKES, INC. --

By: Robert F Toth Digitally signed by Robert F Toth  
Date: 2020.05.26 09:00:02 -04'00'  
Robert F. Toth  
Sr. Vice President, Contracts  
"Consultant"

Dated: \_\_\_\_\_

By: Rosemarie Jones Digitally signed by Rosemarie  
Jones  
Date: 2020.05.29 14:30:51 -04'00'  
Rosemarie Jones  
Assistant Secretary

Dated: \_\_\_\_\_



# ICF Jones & Stokes, Inc.

## Exhibit A-4

### Additional Scope of Services

#### Village of Lime Rock Valley Specific Plan EIR

Consultant shall perform the additional work outlined in this augmentation to the Scope of Services of the Agreement for the preparation of the Village of Lime Rock Valley Specific Plan (LRVSP) Environmental Impact Report (EIR). The specific Scope and Tasks affected are described in detail below.

#### ***Task 4 and 5. Administrative and Public Draft EIR***

#### **Air Quality (AQ)/Green House Gas (GHG)**

AQ and GHG regulations, guidance, and models have been revised and updated over the extended timeframe that the LRVSP has been on hold. Based on discussions with the applicant and County, Consultant has remodeled AQ and GHG emissions to reflect current conditions and assumptions.

Consultant completed revisions to the regulatory settings and thresholds during the period from April to October 2019.

The following tasks are needed to finish updating the AQ and GHG chapters for the Public Draft EIR:

1. Finalization of the GHG mitigation, including quantification of potential emissions reductions;
2. Updates to the AQ and GHG chapters to incorporate the finalized mitigation;
3. Coordination with the applicant and County regarding the mitigated analysis; and
4. Completion of the alternatives analysis and cumulative impact assessment.

Amended Exhibit D-1, Amended Cost Estimate reflects the cost of updating the technical analysis (work completed between April and October 2019) and the budget required for completion of the draft and final EIR.

Per discussions with the applicant and County, the Friant Ranch decision will be addressed qualitatively. Accordingly, this scope of work does not include any quantitative photochemical modeling. If air district guidance or public/agency comments received on the Public Draft EIR indicate the need to perform a quantitative analysis in response to Friant Ranch, a scope and budget augment will be submitted to reflect the additional work.



## **Update EIR Consistent with Current Appendix G Checklist and Current Conditions**

Because this project has been on hold for several years, it is necessary to revise analysis and update references throughout the document. This task shall include checking planning documents, figures related to population and services, and regulations including the 2018 California Environmental Quality Act (CEQA) Guidelines and threshold amendments and updating as necessary. Consultant assumes that no document reorganization will be necessary. This task also includes Consultant editing revisions for consistency, addressing County and applicant comments, and preparing the public draft EIR document for circulation.

### ***Task 9. Prepare Notice of Determination***

Consultant hours have increased based upon experience with other planning projects in El Dorado County.



# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

|  |                             |                               |
|--|-----------------------------|-------------------------------|
| Subject:<br><br>Travel Expense and Reimbursement | Policy Number:<br><br>D - 1 | Page Number:<br><br>1 of 8    |
|  | Date Adopted:<br>10/22/2019 | Effective Date:<br>10/22/2019 |

**PURPOSE**

The purpose of this policy is to establish authorized travel and business expenses as well as reimbursement policies, rules and claim procedures for persons authorized to conduct County business. This policy applies to all County officers and employees, members of legislative or advisory bodies established by the Board (salaried or not), volunteers, contractors, and consultants traveling on County business when authorized under the terms of this policy. For ease of reference, the Travel Policy is presented in the following sections:

- I. General Policy
- II. Authorization to Travel
- III. Transportation Expenses
- IV. Meal Expenses
- V. Lodging Expenses
- VI. Advance Payments
- VII. Compliance and Claim Processing



# COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

|  |                             |                               |
|--|-----------------------------|-------------------------------|
| Subject:<br><br>Travel Expense and Reimbursement | Policy Number:<br><br>D - 1 | Page Number:<br><br>2 of 8    |
|  | Date Adopted:<br>10/22/2019 | Effective Date:<br>10/22/2019 |

## I. GENERAL POLICY:

Pursuant to Board of Supervisors Policy B-1, "Budget Control and Responsibility," it is the primary responsibility of Department Heads to maintain their departments' expenditure levels within the Board-approved budget. In accordance with this responsibility, Department Heads shall have broad discretion and authority related to travel activities and expenses for their departmental employees, volunteers, contractors, and consultants subject to the provisions of this policy. The Department Head is responsible for ensuring all travel reimbursement requests comply with this policy.

1. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should they gain any undue benefit.
2. Travel shall be authorized only when the Department Head or designee determines it is in the best interest of the County.
3. County officers or employees traveling in the performance of their duties shall be reimbursed for their actual expenses and shall be reimbursed within maximum rate limits established by the Board of Supervisors.
4. Contractors and consultants may be reimbursed in accordance with this policy when such reimbursement is authorized pursuant to an agreement for services.
5. Travel arrangements should be economical, practical, and reasonable considering the travel purpose, timeframe available to accomplish the travel mission, available transportation and facilities, and time away from other duties as determined solely by the Department Head or designee.
6. Department Heads are responsible for ensuring all travel requests comply with California Government Code Section 11139.8.
7. Prior to December 31<sup>st</sup> of each year, the Auditor-Controller shall publish each department's travel expenses for the prior fiscal year.

## II. Authorization to Travel

### A. General Conditions

1. Authorization by the Department Head or designee is required for travel.

## III. Transportation Expenses

### A. General Conditions



# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

|  |                             |                               |
|--|-----------------------------|-------------------------------|
| Subject:<br><br>Travel Expense and Reimbursement | Policy Number:<br><br>D - 1 | Page Number:<br><br>3 of 8    |
|  | Date Adopted:<br>10/22/2019 | Effective Date:<br>10/22/2019 |

1. Transportation expenses are the direct costs related to movement of the traveler from the authorized point of departure to the destination of travel and back to the authorized point of return. Transportation expenses may also include mileage from approved lodging to event and back.
2. All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation available as determined and authorized by the Department Head or designee and taking into consideration the purpose of the travel.

### B. Vehicle Transportation

Vehicle use (both County-owned and private) by authorized travelers during official County business is subject to Board of Supervisors Policy D-4: County Vehicle Use-Privately Owned and County Owned Vehicles.

#### 1. Private Vehicle

The use of private vehicles is discouraged. The use of a County fleet vehicle is preferred; however, reimbursement for use of a private vehicle, when such use has been authorized by the Department Head or designee, may be reimbursed subject to the following:

- (a) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel. This mileage reimbursement rate shall be considered to be full reimbursement for all costs in use of the private vehicle, except for reasonable costs for snow chain installation and removal.
- (b) If air travel would be less costly but the County Traveler prefers to drive, the County will reimburse the traveler for transportation costs equal to what the cost of air travel would have been, including airfare, shuttle, car rental, mileage to the airport, and other costs determined to be reasonable by the Department Head or designee. Transportation costs over and above that amount, as well as any extra days of lodging, meals and incidentals incurred as a result of the decision to drive will be considered a personal (not reimbursable) cost of the traveler.
- (c) Authorized travelers may not claim mileage for business use of a private vehicle when the traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source.



# COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

|  |                             |                               |
|--|-----------------------------|-------------------------------|
| Subject:<br><br>Travel Expense and Reimbursement | Policy Number:<br><br>D - 1 | Page Number:<br><br>4 of 8    |
|  | Date Adopted:<br>10/22/2019 | Effective Date:<br>10/22/2019 |

(d) If an employee is required to travel to a temporary work location from their place of residence, or to travel from a temporary work location to their place of residence at the end of their shift, the employee is entitled to mileage reimbursement for the amount of miles to the temporary work location from either their primary work location or residence, depending on which distance is shorter.

## 2. County Vehicle Transportation

- (a) Travelers using a County vehicle for traveling should to the extent possible purchase fuel using the County Fleet fueling program.
- (b) Travelers required to fuel a County vehicle at their own expense due to the unavailability of a county-authorized fueling site, or for other reasons deemed justified by the Department Head or designee, may be reimbursed for the actual fuel costs subject to presentation of receipt(s).
- (c) If the County vehicle experiences mechanical failure, the traveler shall follow the rules set forth by Fleet Management.

## 3. Rental Vehicle Transportation

- (a) The traveler shall choose the least expensive size and mileage limits appropriate to the use required, as determined by the Department Head or designee. Rental cars shall be refueled prior to return to the rental agency except when the traveler is escorting a person who is under County supervision by an employee of the Sheriff's Office, the District Attorney's Office, the Public Defender's Office, the Probation Department, or Health and Human Services Agency or for any other purpose deemed reasonable by the Department Head or designee.
- (a) Unless otherwise approved, rental cars shall be returned to the renting location and at a time commensurate with the completion of County business.
- (b) Rental cars must be rented under the name of the authorized traveler and shall only be driven by a County employee.
- (c) The traveler shall waive additional vehicle insurance provided by the rental company.

## 4. Commercial Carrier Transportation

- (a) Travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight



# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

|  |                             |                               |
|--|-----------------------------|-------------------------------|
| Subject:<br><br>Travel Expense and Reimbursement | Policy Number:<br><br>D - 1 | Page Number:<br><br>5 of 8    |
|  | Date Adopted:<br>10/22/2019 | Effective Date:<br>10/22/2019 |

arrangements that minimize County cost (for example, purchasing a round-trip ticket may be less expensive than two one-way tickets). No reimbursement will be provided for travel agent fees, unless the use of such services is a requirement to conduct County business.

### 5. Other Transportation Expenses

- (a) The following necessary transportation expenses may be claimed at actual cost when directly related to transporting the traveler to and from the business destination point:
- (i) Taxi, rideshare services, shuttle, ferry, or public transit fares;
  - (ii) Parking fees: Long-term parking or the least expensive parking option at an airport is preferred, understanding the Department Head or designee may make an exception as needed. Valet parking is discouraged but the Department Head or designee may approve valet parking when needed;
  - (iii) Bridge or road tolls (actual cost, not including penalties or fees);
  - (iv) Reasonable costs for snow chain installation and removal; and
  - (v) Other actual transportation expenses determined to be reasonable and necessary by the Department Head or designee.
- (b) The following transportation expenses may not be claimed unless approved by the Department Head or designee:
- (i) Traffic and parking violations, including fines for non-payment of bridge or road tolls;
  - (ii) Repairs on non-County vehicles;
  - (iii) Mileage for personal trips while on County business;
  - (iv) Purchase cost of snow chains;
  - (v) Gratuities for taxi or rideshare services; and
  - (vi) Other actual transportation expenses determined to be unreasonable or unnecessary by the Department Head or designee.

### IV. Meal Expenses

#### A. Eligibility for Meal Expense Reimbursement

1. Meal expenses, within maximum allowable rates set forth herein, may be reimbursed for out-of-county travel, and for in-County overnight travel. In addition, when an employee from one slope of



# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

|  |                             |                               |
|--|-----------------------------|-------------------------------|
| Subject:<br><br>Travel Expense and Reimbursement | Policy Number:<br><br>D - 1 | Page Number:<br><br>6 of 8    |
|  | Date Adopted:<br>10/22/2019 | Effective Date:<br>10/22/2019 |

the County is required to spend all or part of the workday on the other slope, the employee is allowed to claim meal reimbursement subject to the provisions of section IV.A.2 of this policy.

2. Reimbursement for meals shall be made only when travel extends for a minimum of six (6) hours during the normal working day. The table below is a guide for Departments to assist in allowing meal per diem.

| Meal      | Travel Begins Before | Trip Ends After |
|-----------|----------------------|-----------------|
| Breakfast | 6:00 am              | 7:00 am         |
| Lunch     | 11:00 am             | 12:00 pm        |
| Dinner    | 5:00 pm              | 6:00 pm         |

For purposes of determining eligibility for reimbursement, travel shall be considered to begin when the Traveler departs their residence if the trip begins before or after normal office hours. If the trip begins during normal office hours, travel shall be considered to begin when the Traveler departs his/her office. Reimbursement must include the travel or airfare itinerary required to substantiate two hour time before departure time and arrival time.

3. Reimbursement rates for individual meals shall be at the individual meal rate for that individual meal as established by the GSA.
4. Reimbursement may exceed the prescribed individual meal rate if the meal is being served as a part of the authorized event and the cost of the meal is itemized separately from the event's registration or attendance fees. For example, the registration fee for a multi-day conference includes lunches but an optional dinner is offered on one night at an additional cost.
5. Reimbursement may exceed the prescribed individual meal rate when a group meal is provided, and when approved by the Department Head or designee.
6. Unless specifically approved by the Department Head or designee, a traveler may not claim reimbursement for any meal which is provided, or otherwise available, to the traveler as part of the function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. Receipts will be required for reimbursement of alternate





# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

|  |                             |                               |
|--|-----------------------------|-------------------------------|
| Subject:<br><br>Travel Expense and Reimbursement | Policy Number:<br><br>D - 1 | Page Number:<br><br>7 of 8    |
|  | Date Adopted:<br>10/22/2019 | Effective Date:<br>10/22/2019 |

meals authorized by the Department Head or designee. For purposes of this section, continental breakfast and breakfast included in lodging rates and meals provided during airline or other commercial carrier travel do not constitute provided meals and shall not be deducted from the per diem allowance.

7. A traveler may not claim reimbursement for a meal that was paid for by someone else. As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the appropriate per diem amount or the actual expense, whichever is less.

### V. Lodging Expenses

- A. Travelers are eligible to claim reimbursement for lodging upon approval of the Department Head or designee. Lodging expenses shall be claimed at either the actual cost of the lodging (limited to single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate established by GSA), whichever is less. Taxes and resort fees are in addition to the Federal Per Diem Rate. Lodging costs may exceed the County's maximum lodging rate when necessary upon approval of the Department Head or designee.

### VI. Advance Payments

Departments are encouraged to pre-pay expenses, to the extent feasible, using a County credit card, and to provide travelers with County credit cards (subject to credit card use policy) when traveling. However, when this option is not available or practical, an advance may be requested.

- A. Upon request of the Department Head or designee, the Auditor may provide advance funds for estimated "out of pocket" expenses up to 100% for meals, and 75% for all other expenses.
- B. A County credit card may not be used for expenses for which the traveler has received an advance.

### VII. Compliance and Claim Processing

- A. 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. The failure to properly complete any form or follow any policy or procedure may result in the return of a claim without reimbursement.



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

|  |                             |                               |
|--|-----------------------------|-------------------------------|
| Subject:<br><br>Travel Expense and Reimbursement | Policy Number:<br><br>D - 1 | Page Number:<br><br>8 of 8    |
|  | Date Adopted:<br>10/22/2019 | Effective Date:<br>10/22/2019 |

- B. Requests for travel reimbursement shall be processed using forms specified by the County Auditor-Controller and Chief Administrative Office.
- C. Department Heads are responsible for ensuring that claims for reimbursement are submitted to the Auditor-Controller’s Office in a timely fashion, preferably within 30 days following completion of the travel.

**RESPONSIBLE DEPARTMENT**

Chief Administrative Office  
Auditor-Controller

**DATES ISSUED AND REVISED; SUNSET DATE**

|                                |            |                                |            |
|--------------------------------|------------|--------------------------------|------------|
| <b>Issue Date:</b>             | 10/22/2019 | <b>Sunset Review Date:</b>     | 12/31/2022 |
| <b>Original Adoption Date:</b> | 10/22/1987 | <b>Previous Revision Date:</b> | 12/13/2016 |

**ICF Jones & Stokes, Inc.**

**Amended Exhibit C-2**

**Amended Fee Schedule**

| <b>Project Role</b>                    | <b>Rate</b> |
|--|-------------|
| Project Director                       | \$291.61    |
| Project Manager                        | \$198.83    |
| Project Coordinator                    | \$122.51    |
| CEQA Advisor                           | \$197.84    |
| CEQA Advisor-Senior                    | \$203.61    |
| Land Use Planner                       | \$149.67    |
| Public Outreach                        | \$166.30    |
| Air Quality III                        | \$184.57    |
| Air Quality II                         | \$125.76    |
| Air Quality I                          | \$88.28     |
| Wildlife Biologist - Senior            | \$179.86    |
| Wildlife Biologist                     | \$145.17    |
| Botanist - Senior                      | \$167.11    |
| Botanist                               | \$135.82    |
| Archaeologist - Senior                 | \$131.39    |
| Archaeologist                          | \$ 88.12    |
| Historian                              | \$105.89    |
| Paleontologist                         | \$146.12    |
| Geologist                              | \$139.63    |
| Geologist - Senior                     | \$174.82    |
| CEQA-Generalist                        | \$ 82.23    |
| Hazards / Haz Mat & Public Services    | \$143.11    |
| Hydrologist - Senior                   | \$139.63    |
| Hydrologist                            | \$111.65    |
| Water Resources Planner                | \$198.23    |
| Land Use Planning/ Agriculture         | \$134.29    |
| Noise Specialist - Senior              | \$235.76    |
| Noise Specialist                       | \$120.11    |
| Visual Resources Specialist            | \$167.96    |
| Graphics                               | \$152.82    |
| GIS                                    | \$99.63     |
| Editor                                 | \$128.12    |
| Support Editor                         | \$ 88.69    |
| Publications Specialist                | \$ 79.81    |
| Admin Tech                             | \$ 64.21    |
| Finance Project Administrator – Senior | \$ 91.16    |
| Finance Project Administrator          | \$ 71.33    |

**ICF Jones & Stokes, Inc.**

**Amended Exhibit C-2**

**Amended Fee Schedule**

*Explanation of Rates*

1. Hourly rates include direct labor, benefits, and general and administrative overhead costs.

2. Indirect Expenses:

Subconsultants

10% markup

Non-labor costs

10% markup

Travel, Auto

In accordance with  
ARTICLE III,  
Compensation for  
Services, of this  
Agreement

# ICF Jones & Stokes, Inc.

## Amended Exhibit D-2

### Amended Cost Estimate

#### Scope of Work

#### ICF Jones & Stokes, Inc.

|         |                                     |    |            |
|---------|-------------------------------------|----|------------|
| Task 1. | Project Initiation                  | \$ | 2,661.73   |
| Task 2. | Project Management and Meetings     | \$ | 66,598.86  |
| Task 3. | Prepare Project Description and NOP | \$ | 17,570.71  |
| Task 4. | Administrative Draft EIR            | \$ | 405,724.25 |
| Task 5. | Public Draft EIR                    | \$ | 68,499.97  |
| Task 6. | Respond to Comments                 | \$ | 28,743.82  |
| Task 7. | Final EIR                           | \$ | 14,217.13  |
| Task 8. | Attend Public Meetings              | \$ | 6,616.93   |
| Task 9. | Prepare Notice of Determination     | \$ | 443.84     |

Labor Total \$ 611,077.24

Task 10 Mileage and Direct Costs \$ 6,230.14

Total Prime Costs \$ 617,307.38

Task 11 Contingency \$ 30,000.00

#### Subconsultants:

#### Tully & Young

Task 4 \$ 6,000.00

**Total Proposed Budget Cost Estimate \$ 653,307.38**

\*All Expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among Consultant's personnel, including subconsultant, and among the various Tasks, Mileage and Direct Costs, and Contingency identified herein, subject to the Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Contract (\$653,307.38) be exceeded.