

# First Amendment to Agreement No. 004D-A-11/12-PA Between the County of El Dorado and Pacific Municipal Consultants

THIS FIRST AMENDMENT TO AGREEMENT NO. 004D-A-11/12-PA made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Pacific Municipal Consultants dba PMC a corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2729 Prospect Park Drive, Suite 220, Rancho Cordova, CA 95670 (hereinafter referred to as "Consultant" or "Contractor"); hereby amends the Agreement as follows:

### WITNESSETH

WHEREAS, Consultant has been engaged by County to provide planning services, in accordance with Agreement for Services 004D-A-11/12-PA, dated January 23, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, County has determined that additional services are required for three (3) additional development projects, the parties hereto have mutually agreed to amend Article I - Scope of Services, Article II - Term, Article III - Compensation for Services, and Article XIV – Insurance, incorporated herein and made by reference a part hereof;

**NOW, THEREFORE,** the parties do hereby agree that Agreement for Services # 007E-A-11/12-BOS shall be amended a first time as follows:

#### ARTICLE I

### Scope of Services:

A. Consultant shall perform professional and technical services, on an as-needed basis for the County's Development Services Department. Services generally include, but shall not be limited to, tasks outlined in the "Scope of Work" attached

hereto as Exhibits A and C (hereinafter referred to as "Services") and incorporated herein by this reference. Consultant shall provide and make available Consultant's own personnel, sub-consultants, materials, vehicles, communication devices, and other equipment necessary to perform the services. Specific work tasks will be identified, scheduled, approved, and performed as follows:

- 1. Definition of Project Specific Work Scope, Work Activity Schedule, and Cost: On a task-by-task basis, County and Consultant shall define specific Consultant staff and sub-consultants to be assigned to each work task. Interviews with specific staff shall be arranged if so requested by County and Consultant staff selection shall be finalized. For each assigned work task, Consultant shall provide County with a full work task proposal, schedule and not to exceed cost to complete the entire work task, which shall require written approval and written authorization by the County's Contract Administrator prior to commencement of the work. No payment will be made for any work performed prior to written approval of the written Task Order.
- 2. Prior to Service Delivery: Consultant shall discuss and meet with the County to determine the specific services for each assignment, to discuss the needs, applicable required deliverables, specific Consultant staff, subconsultants, any task related travel or mileage budget and to define the roles and responsibilities of both the County and Consultant's personnel and what interaction the Consultant shall have with County. Lines of communication shall be established and agreed to in writing before Consultant begins the work.
- 3. <u>Notice to proceed</u>: After County issues a written notice to proceed for a Task Order; Consultant shall assign the personnel to the subject project, and ensure that they report as assigned with all the necessary equipment to complete the project in a timely fashion. Notice to Proceed will not be issued until funds, in accordance to funding agreements 005D-F-11/12-PA,

- 004D-F-12/13-BOS, 005D-F-12/13-BOS, and 006D-F-12/13-BOS are on deposit with the County.
- 4. <u>Contact/Reporting:</u> Upon assignment to a project, Consultant shall meet at a minimum monthly with the County representative either in person or by telephone.
- 5. <u>Time for Performance</u>: The period of performance for Task Orders shall be in accordance with the date specified in each Task Order. No payment will be made for any work performed after the period of performance in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order in writing.
- 6. <u>Amendment of Task Orders</u>: Any amendment of a Task Order must be in writing. No Task Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Contract amount.
- **B.** Consultant shall attach a copy of each notification to proceed as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of notices attached to invoices shall reflect Consultant's charges for the specific support or review services billed on those invoices.
- C. All of the tasks included in this Article are the responsibility of the Consultant, unless specifically described as a task or item of work to be provided by the County. The Consultant shall be responsible for the supervision, administration, and work performed by any sub-consultant for services referenced in this Article.
- **D.** No work shall be completed prior to a Notice to Proceed being provided by the contract administrator or designee.
- **E.** Consultant acknowledges that the work is intended to result in legally and technically adequate EIR'S which would be certified by the Board of Supervisors of the County of El Dorado.

### **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date of execution thereof.

#### ARTICLE III

### **Compensation for Services:**

- A. Consultant agrees, understands, and acknowledges that the monies utilized by County to pay it as set forth under this Agreement are provided by Applicants (Dixon Ranch Partners, LLC, Serrano Associates, LLC, G3 Enterprises, LLC, and Marble Valley, LLC) under separate agreements between County and Applicant. Consultant agrees that payment, or any portion thereof, to it under this Agreement shall be expressly conditioned on, and dependent upon the payment to County by Applicant under the terms of said separate agreement, and that County has no obligation to pay Consultant for work performed hereunder until County receives the requisite monies from Applicant.
- **B.** For services provided herein, County agrees to pay Consultant monthly upon receipt of itemized invoice(s) detailing a description of work performed (identifying number of hours worked, individuals' name and position) on a time basis. Any overtime charges need to be approved in advance and in writing. Payments shall be made within forty-five (45) days following County's receipt and approval of invoices. For the purposes hereof, the billing rate shall be in accordance with Exhibits B marked "Billing Rate Information" and Exhibit C marked "Scope of Work" attached hereto and incorporated herein. The "Billing Rate Information" and "Scope of Work" may be updated annually.
- C. In addition to the above, the County shall reimburse Consultant for the actual, reasonable and necessary expense of travel in accordance with the "El Dorado County Board of Supervisor's Travel Policy No. D-1" as set forth in Exhibit "D" attached hereto and incorporated herein. Travel reimbursement will not be paid in excess of a given Task Order.
- **D.** The total payment to this Agreement shall be amended to increase the total amount by One Hundred Seventy Six Thousand Nine Hundred Twenty Dollars

(\$176,920). The total amount of this Agreement SHALL NOT EXCEED **Two Hundred One Thousand Nine Hundred Twenty Dollars and 00/100** (\$201,920.00).

#### **ARTICLE XIV**

**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 occurrence.
- 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 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 volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or selfinsured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

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

All other sections of the Agreement No. 004D-A-11/12-PA, dated the 23<sup>rd</sup> day of January, 2012, shall remain unchanged and in full force.

Requ	uesting Contract Administrator Conc	urrence:	
Ву:_	Roger Trout, Director Development Services Department	Dated:	·
Requ	uesting Department Head Concurrence	ce:	
Ву:_	Roger Trout, Director	Dated: _	

**IN WITNESS WHEREOF**, the parties hereto have executed this 1<sup>st</sup> Amendment to that Agreement for Services #365-S1210 on the dates indicated below.

### -- COUNTY OF EL DORADO --

	Date	d:
	Ву:	
•		Chair Board of Supervisors "County"
ATTEST: Terri Daly, Acting Clerk of the Board of Supervisors		
By:	Dated:	

### --CONSULTANT--

	FIC MUNICIPAL CONSULTANTS dba PMC ALIFORNIA CORPORATION)	·
Ву:	Philip O. Carter President "Consultant"	Dated:
Ву: _	Corporate Secretary	Dated:

(MLW) (365-S1210)

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### Scope of Work

The following tasks will be performed by PMC upon approval by the County of El Dorado Development Services Department for the Dixon Ranch Subdivision EIR project:

### **Initial Work Effort**

Assuming that the application has been deemed complete, the work effort will focus on getting the EIR process on its way with LSA (NOP to Draft EIR release). PMC agrees to the following key tasks/activities during this period:

### 1. LSA Scope of Work Refinement

This would be to ensure that the EIR scope of work meets the County expectations (e.g., will DOT want the traffic analysis prepared by the applicant [Kimberly Horn] peer reviewed?, coordination of the water supply assessment with EID, and other items important to other departments at the County).

Estimated Cost: Assume 3 hours total at Patrick Angell's standard billing rate of \$190 = \$570

### 2. Coordination/Review of Notice of Preparation

LSA will prepare the Notice of Preparation and PMC will review and coordinate its distribution/routing as well as setting up the scoping meeting.

Estimated Cost: Assume 5 hours total (including scoping meeting) at \$190 = \$950

### 3. Coordination/Review of the Administrative Draft EIR and Edits to Draft EIR

LSA would prepare the ADEIR and PMC will provide assistance and any required coordination with County departments and/or information needed to prepare the ADEIR as well as review of the ADEIR. This would include providing comments to LSA on the ADEIR needed to get to a public Draft EIR and assistance to the County on the Draft EIR distribution.

Estimated Cost: Assume 40 hours total \$190 = \$7,600

### Total Estimate: \$9,120

### **Project Processing**

Tasks and activities include:

- 1. Review the administrative Final EIR prepared by LSA in coordination with other County departments
- 2. Distribute the Final EIR

- 3. Develop the staff report, findings, and conditions of approval in coordination with other County departments and agencies
- 4. Attend hearings

This is an estimate and varies based on the extent of controversy and staff resource requirements. For example, if the Project Processing tasks takes 30 hours of effort, the cost would be \$3,500 (combination of Patrick Angell and a PMC planner at \$90 an hour) or \$5,700 for Patrick Angell alone. If Project Processing takes 50 hours of effort, the cost would be \$6,100 (combination of Patrick Angell and a PMC planner at \$90 an hour) or \$9,500 for Patrick Angell alone.

Total Estimate: \$ 9,500

## BILLING RATE INFORMATION CONSULTANT PERSONNEL AND RATES

For services under the Dixon Ranch Subdivision EIR Support project, the following staff are anticipated to be utilized by PMC:

Title	Hourly Rate
Project Manager	\$190
Planner	\$90
Administrative Assistant	\$65
Creative Services	\$85

Any additional staff will be listed in individual task orders as needed for approval by the County.

The following scope of services is based on our understanding of the proposed three projects.

Serrano Westside/Pedregal: Proposed re-designation of Open Space area west of the El Dorado Hills Specific Plan. Project would consist of a mix of residential densities (483 – 763 dwelling units), parks (public and private) and open space. The project would include density transfer from Serrano Village D1 Lots C and D and the Pedregal property.

Village of Marble Valley: Proposed re-design of the project from its original approval as the 398-lot Marble Valley Master Plan. The Village of Marble Valley would concentrate and increase the residential (2,307 – 3,235 dwelling units) and civic/office uses, while expanding the open space areas.

Lime Rock Valley: Proposed development of a 704-acre site to provide for the potential development of up to 800 residential units east of the proposed Village of Marble Valley project

Given the size and complexity of these projects and the need to maintain consistency on the treatment of issues and process, PMC has teamed with Kent MacDiarmid with the MacDiarmid Company to provide the necessary range of services to process these applications in an efficient manner on behalf of El Dorado County.

Project Coordination (Ensuring Consistency in Processing, Policy Consideration and Timing) Patrick Angell (PMC) Overall Project Manager Kent MacDiarmid – Assistant Project Manager					
Project Name	Serrano Village of Lime Rock Westside/Pedregal Marble Valley Valley				
Support Services (as needed) Staff Report Preparation Support Technical Project Evaluation Technical Review of EIR and 1884	Principal Land Use Planner Assistant Land Use Planner Senior Biologist Arborist, Air Quality, GHG Analyst Administrative Staff Support				

### SCOPE OF WORK

The following scope of work would apply to each of the three projects identified above. It is anticipated that each project will have its own unique issues to be addressed (e.g., density transfer for Serrano Westside/Pedregal). It also assumes that these projects are processed in a 1-2 year time frame given the EIR process.

### Task 1 - Project Initiation and Meetings

This initial work task establishes communication protocols with County staff and the applicants, includes a kick-off meeting, background research and detailed review of each project application materials, site reconnaissance, and establishing overall project management approaches and regular meetings.

### Task 1.1: Kick-Off Meetings

We will prepare an agenda for a kick-off meeting with County staff for each project, at which the following items will be addressed:

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- Establish communications protocols between the PMC project team, County staff, the
  applicant's team, agencies, and the public. This step will include a review of how the PMC
  project team will communicate with County staff, treatment of e-mail messages and
  correspondence, establishment of regular meetings, treatment of administrative and draft
  reports, project files, and similar issues.
- Receive any additional project-related documentation and project updates from County staff on the projects.
- Review the final project scope of work and schedule and determination of when there is
  adequate project detail and agreement between the County and applicant to initiate the
  environmental review process to be handled by ICF for the projects.
- Maintain appropriate application hard copy and electronic files.
- Discuss key issues associated with the project, both in terms of project processing and with respect to EIR preparation.

PMC project team will provide a summary memorandum of the kick-off meeting to County staff and the expectations for project processing for each project that are determined at this meeting.

### Task 1.2: Review of Application Studies and Background Materials

PMC will review the project applications, related background studies provided by the applicant's team, and information gathered during the kick-off meeting to gain a full understanding of key project issues and environmental conditions. Key issues will be summarized in memorandums to be presented to County staff and the each applicant's team.

### Task 1.3: Site Reconnaissance

PMC project team will conduct a site reconnaissance with County staff and the applicant to gain a full understanding of each site conditions, design, and layout of the proposed project and the environmental setting. This sub-task will include creating a detailed photographic record of the project sites and surrounding lands.

### Task 1.4: Meetings and Project Management

We will also develop a schedule of planned meetings with County staff and each applicant's team, that will provide for intensive review of application materials, information sharing, and open dialog in processing of the application and key steps in the County's process for application consideration.

The Project Manager will ensure regular communication is maintained with County staff as the application moves forward and as each EIR is being prepared. Communication will occur via regular (anticipated to be monthly) meetings with Planning Department staff and with other County departments from time to time, combined with phone calls, e-mail, and other information exchanges.

The Project Manager will maintain a similar level of communication with each applicant's team, ensuring that they understand where each project stands in processing at any given time, addressing key issues as they arise and with a goal of early issue resolution, and allowing the applicant's team to share information with PMC staff.

The Project Manager will also establish a dialog and points of contact with key agencies during this process to improve information sharing and to facilitate early identification of key issues and concerns,

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and will establish resolution options to each project processing. Key agencies and special districts are expected to include EID, El Dorado Hills Fire Protection District, El Dorado Hills Community Services District, El Dorado County Air Pollution Control District, Caltrans and LAFCo.

This scope of work includes the following meetings and staffing coverage for each project (note – we will look to combine meeting dates for projects to improve efficiency). Please note that this scope of work includes no limit on conference call meetings.

- Ten (10) meetings with County staff; additional meetings will be handled on a time-andmaterials basis per the current billing rates of hearing participants (depending on status of budget).
- Attendance at the County's Technical Advisory Committee meeting and the El Dorado Hills Advisory Committee meeting
- Eight (8) meetings with applicant's team
- Attendance at five (5) public hearings (for Planning Commission and Board of Supervisors)
- EIR-related meetings as described in the EIR task, below

### 1.5: Administration, Quality Control and Document Production

The PMC project team will utilize its in-house quality control and document production capabilities throughout each project. This sub-task includes editing of administrative, draft and final reports and documents, use of PMC administrative support staff and our GIS/graphics team, and production of documents as called out in the deliverables sections of this scope of work-

### Task 2 - Application Processing

Task 2 moves into processing details for each project. It focuses on finalizing the approach to project processing and preparing the entitlement application materials for review.

### Task 2.1: Application Processing Matrix

With information gained from completion of Task 1 research, PMC will prepare a project processing matrix for each project for review with County staff. The matrix will provide a summary of the following:

- Overview of applicable General Plan policies.
- Summary of project consistency with the General Plan.
- A related summary of key issues, including a summary of project consistency with other key County Zoning Ordinance and development regulations.
- Relationship with previous approvals for the project site and the consideration of transferring development rights (residential units).

Based on the results of the application processing matrix, the Project Manager will provide County staff with a memorandum summarizing the results of our findings and a list of options and recommendations on how to best approach finalizing the application materials and project processing. This task will also

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include an assessment of potential ways in which the application can be crafted to minimize potential for conflicts with previous actions taken by the County on other projects. The memorandum will be reviewed at a weekly meeting with County staff and the results then shared with the applicant's team.

Critical at this stage will be a determination of a project approach (application processing pathway) to be utilized.

### Task 2.2: Update/Refinement of Application and Associated Materials

Based on the results of Task 2.1 and a meeting with County staff and each applicant's team, we will work closely with the applicant to allow them to modify, as appropriate, the various application materials for the project. Adjustments to the application could help to remove or reduce potential inconsistencies (if identified) with the General Plan or other adopted plans.

The Project Manager also will work with County staff and each applicant's team in continuing development of the terms of the Development Agreement (if proposed) that will be part of the entitlement package. The Development Agreement is likely to contain details related to project phasing and schedules, financial sureties related to future project status, and responsibilities of both the County and the applicant.

The end product of this effort will be a determination of project application completeness and a determination of any additional information required, including items for ICF in the preparation of the EIRs.

### Task 2.3: Application Routing

The Project Manager will prepare application materials on each project for formal routing both internally (to key County departments) and externally (to regional, state; and, as applicable, federal agencies and special districts) for review and comment. We will share copies of all received comments with County staff and each applicant's team. Timing of application routing will be coordinated with the environmental review process.

The Project Manager will also convene a meeting with County staff and each applicant's team to review the comments and discuss key issues and, if appropriate, further adjustments to the application package.

### Task 2.4: Completion of Project Description for Use in Environmental Review

With the finalization of project application materials and project approach, the Project Manager will prepare a detailed draft project description for review by County staff and each applicant's team. The project description will allow for initiation of the EIR to be prepared by ICF and ensures that sufficient detail is provided related to project operations, site planning, and land use to allow for full environmental disclosure as part of the EIR.

### Task 3 – Environmental Review Assistance

ICF will be contracted to prepare the environmental impact report (EIR) for each project and have drafted a scope of work, which consists of preparing the notice of preparation (NOP), administrative draft environmental impact report (ADEIR), draft environmental impact report (DEIR), final environmental impact report (FEIR), CEQA Findings and mitigation monitoring plan (MMP). In addition to the EIR, EID will be preparing the Water Supply Assessment (WSA) for each project.

The PMC project team and the Project Manager will provide the following assistance:

PMC

- Review of the draft NOP in coordination with County staff.
- Distribution of the NOP to local agencies and interested parties through the County.
- Participation at the NOP scoping meeting for the project, including setting up the facility.
- Coordination with ICF and County departments associated with the preparation of the ADEIR.
   This would include review of the traffic analysis, development of assumptions and touch-in meetings on key issues.
- Review of the draft WSA and provision of comments to EID.
- Review of the ADEIR in consultation with other County departments and provision of requested edits to ICF. This may involve a meeting with ICF to go over edits and ensure clear understanding of requested changes.
- Review of Screencheck DEIR to ensure edits were made and follow up meeting with ICF on any final edits.
- Distribution of the DEIR locally, and posting of the Notice of Availability at the County Clerk and local newspaper.
- Participation in a public meeting to receive comments on the adequacy of the DEIR.
- Collection of the comments on the DEIR and provision of these comments to ICF.
- Review of the draft FEIR in consultation with other County departments and provision of requested edits to ICF. This may involve a meeting with ICF to go over edits and ensure clear understanding of requested changes.
- Distribution of the FEIR.
- Review of the CEQA Findings of Fact and MMP in consultation with other County departments. Coordination with the MMP and conditions of approval will be a key component of this activity.

### Task 4 - Entitlement Actions and Project Decision

This task follows each project through the entitlement review process and County action by the Planning Commission and Board of Supervisors.

### Task 4.2; Planning Commission Action

We will prepare a notice of public hearing for the Planning Commission's consideration of each project. The notice will be mailed by County staff.

We will also prepare a draft staff report for review by County staff for each project. The report will be prepared using the standard County template and will include a detailed description of the project proposal, analysis of key issues, summary of the project EIR and mitigations, a project recommendation, and conditions of approval. Findings of the staff report will also be discussed with the applicant's team. It is assumed that the staff report will involve at least two reviews and revisions.

PMC

PMC will prepare a Planning Commission PowerPoint presentation, and the Project Manager will present the item to the Commission for consideration.

### Task 4.3: Board of Supervisors Action

We will prepare a notice of public hearing for the Board of Supervisor's consideration of each project. The notice will be mailed by County staff.

We will also prepare a draft staff report for review by County staff for each project. The report will be prepared using the standard County template and will include a detailed description of the project proposal, analysis of key issues, summary of Planning Commission action/recommendations, summary of the project EIR and mitigations, a project recommendation, and conditions of approval. Findings of the staff report will also be discussed with the applicant's team.

PMC will prepare a Board of Supervisors PowerPoint presentation, and the Project Manager will present the item to the Board for consideration.

PMC will provide a final action summary letter to the applicant containing notice of the final decision, project conditions of approval and related items.

### Task 5 - Project Implementation

We will provide County staff with a project implementation matrix that summarizes project conditions of approval, EIR mitigation measures, and related necessary actions for project construction and operation. The matrix will group key items by implementation stage and project phasing (i.e., actions necessary prior to final map recordation, submittal of improvement plans, issuance of grading plans and building permits, etc.) and will identify what County departments and agency approvals/permitting are required for each action.

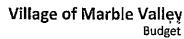
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### Serrano Westside/Pedrega

		Principal	Kent MacDiarmid (Sub)	Senior Biologist/ Planner	Land Use Planner	Arborist, AQ, GHG Analyst	Admin	Total PMC Hours		Total Labor	PMC Direct Costs \$		Total Budget
Task		\$220	\$220	\$185	\$110	\$90	\$65	<u> </u>	<u>L</u>				
1	PROJECT INITIATION AND MEETINGS	48	35	10	2		8	103	\$	20,850	\$ -	\$	20,850
	1.1 Kick-Off Meeting	4	2					6	\$	1,320		\$	1,320
	1.2 Review of Application Studies and Background Materials	8	6	2,	2			18	\$	3,670		\$	3,670
	1.3 Site Reconnaissance	1	2					3	\$	660		\$	660
	1.4 Meetings and Project Management	35	25					60	\$	13,200		\$	13,200
	1.5 Admin, Quality Control, and Document Production			8			8	16	\$	2,000		\$	2,000
2	APPLICATION PROCESSING	14	9		12			35	\$	6,380	\$ -	\$	6,380
	2.1 Application Processing Matrix	10	8		8			26	\$	4,840		\$	4,840
	2.2 Update/Refinement of Application and Associated Materials	1	1					2	\$	440		\$	440
	2.3 Application Routing	2						2	\$	440		\$	440
	2.4 Completion of Project Description for Use in Environmental Review	1			4			5	\$	660		\$	660
3	ENVIRONMENTAL REVIEW ASSISTANCE	20	11	8		8		47	\$	9,020		\$	9,020
4	ENTITLEMENT ACTIONS AND PROJECT DECISION	40	34	14	10			98	s	19,970	\$ -	\$	19,970
\	4.1 Planning Commission Action	26		10	8			64	\$	12,850		5	12,850
	4.2 Board of Supervisors Action	14	14	4	2			34	\$	7,120		\$	7,120
5	PROJECT IMPLEMENTATION	4						4	\$	880		\$	880
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Tot	al	126	89	32	24	8	8	287	\$	57,100	\$ -	\$	57,100

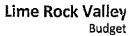
The above per task costs are based upon our best estimate of time needed. Actual time spent on individual tasks may not meet or may exceed such estimates. PMC reserves the right to transfer unused budget from one task to another if necessary. The total estimated budget will not be exceeded without proper authorization from El Dorado County.





	Principal	Kent MacDiarmid (Sub)	Senior Biologist/ Planner	Land Use Planner	Arborist, AQ, GHG Analyst	Admîn	Total PMC Hours	Total Labor	PMC Direct Costs \$	Ŀ	Total Budget
Tasks	\$220	\$220	\$185	\$110	\$90	\$65					
1 PROJECT INITIATION AND MEETINGS	38	32	10	2	2	8	92	\$ 18,170	\$ -	\$	18,170
1.1 Kick-Off Meetings	4	4					8	\$ 1,760		\$	1,760
1.2 Review of Application Studies and Background Materials	8	4	2	2	2		18	\$ 3,410		\$	3,410
1.3 Site Reconnaissance								\$ -		\$	_
1.4 Meetings and Project Management	26	24					50	\$ 11,000		\$	11,000
1.5 Admin, Quality Control, and Document Production	<u> </u>		8			8	16	\$ 2,000		\$	2,000
2 APPLICATION PROCESSING	15	12		12			39	\$ 7,260	\$ -	\$	7,260
2.1 Application Processing Matrix	10	10		8			28	\$ 5,280		\$	5,280
2.2 Update/Refinement of Application and Associated Materials	2	2					4	\$ 880		\$	880
2.3 Application Routing	2						2	\$ 440		\$	440
2.4 Completion of Project Description for Use in Environmental Review	1			4			5	\$ 660		\$	660
3 ENVIRONMENTAL REVIEW ASSISTANCE	35	27	8		8		78	\$ 15,840		\$	15,840
4 ENTITLEMENT ACTIONS AND PROJECT DECISION	40	30	8	8			86	\$ 17,760	\$ -	\$	17,760
4.1 Planning Commission Action	26	18	4	8			56	\$ 11,300		\$	11,300
4.2 Board of Supervisors Action	14	12.	4				30	\$ 6,460		\$	6,460
5 PROJECT IMPLEMENTATION	4						4	\$ 880		\$	880
Total	132	101	26	22	10	8	299	\$ 59,910	\$ -	\$	59,910

The above per task costs are based upon our best estimate of time needed. Actual time spent on individual tasks may not meet or may exceed such estimates. PMC reserves the right to transfer unused budget from one task to another if necessary. The total estimated budget will not be exceeded without proper authorization from El Dorado County.





Task	PROJECT INITIATION AND MEETINGS  1.1 Kick-Off Meetings  1.2 Review of Application Studies and Background Materials  1.3 Site Reconnaissance  1.4 Meetings and Project Management  1.5 Admin, Quality Control, and Document Production	Principal \$220 38 4 8	4	Senior Biologist/ Planner \$185 10	2	Arborist, AQ, GHG Analyst \$90 2	Admin \$65 8	Total PMC Hours  92. 8: 18 50	\$ 1,760 \$ 3,410 \$ - \$ 11,000		1	18,170 1,760 3,410 - 11,000 2,000
2	APPLICATION PROCESSING  2.1 Application Processing Matrix  2.2 Update/Refinement of Application and Associated Materials	15 10 2			12 8			39 28 4	···		\$ \$	7,260 5,280 880
	2.3 Application Routing     2.4 Completion of Project Description for Use in Environmental Review	1			4				\$ 440 \$ 660	-}	\$ \$	440 660
3	ENVIRONMENTAL REVIEW ASSISTANCE	35	27			8		78	\$ 15,840		\$	15,840
4	ENTITLEMENT ACTIONS AND PROJECT DECISION 4.1 Planning Commission Action 4.2 Board of Supervisors Action	40 26 14	18	8 4 4	8			86 56 30	\$ 11,300		\$ \$	17,760 11,300 6,460
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The above per task costs are based upon our best estimate of time needed. Actual time spent on individual tasks may not meet or may exceed such estimates. PMC reserves the right to transfer unused budget from one task to another if necessary. The total estimated budget will not be exceeded without proper authorization from El Dorado County.



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

### **BACKGROUND:**

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

- 1. General Policy
- 2. Approvals Required
- 3. Travel Participants and Number
- 4. Mode of Transport
- 5. Reimbursement Rates
  - a. Maximum Rate Policy
  - b. Private Auto
  - c. Meals
  - d. Lodging
  - e. Other
- 6. Advance Payments
- 7. Compliance Responsibility of Claimant
- 8. Procedures



Subject:	Policy Number D-1	Page Number: 2 of 14
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

### 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.



Subject:	Policy Number D-1	Page Number: 3 of 14
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- 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.
- Chief Administrative Office approval is required when travel involves any of the following:
  - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
  - (2) Car rental.
  - (3) Out-of-county overnight travel.
  - (4) Members of boards or commissions, or non-county personnel.



Subject:	Policy Number D-1	Page Number: 4 of 14
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.
- c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

### 3. Travel Participants and Number

- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.
- d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



Subject:	Policy Number D-1	Page Number: , 5 of 14
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- (1) A member of the Board of Supervisors requires NO specific authorization.
- (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
  - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.
- e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.
  - (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
  - (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for



Subject:	Policy Number D-1	Page Number: 6 of 14
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

the purpose of discussing important issues related to County business and policies.

- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

### 4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.
- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive



Subject:	Policy Number D-1	Page Number: 7 of 14
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.
  - (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

#### Reimbursement Rates

a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement



Subject:	Policy Number D-1	Page Number: 8 of 14
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

above the maximum shall be at the sole discretion of the Chief Administrative Officer.

#### b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

### c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:



Subject:	Policy Number Page Number: D-1 9 of 14	
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) when employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) when the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) when Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.

Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner



Subject:	Policy Number D-1	Page Number: 10 of 14
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

### **Maximum Allowable Meal Reimbursement**

Breakfast

\$8.00

Lunch.

\$12.00

Dinner

\$20.00

Total for full day

\$40.00/day

### d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.
- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations



ubject:	Policy Number D-1	Page Number: 11 of 14
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.

(4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

### e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim. Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

### Advance Payments



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

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.

#### Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.
- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled



Subject:	Policy Number D-1	Page Number: 13 of 14
TRAVEL	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.

- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.
- h. Expense Claim Form



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

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.