

AGREEMENT FOR SERVICES #387-S1211

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and ICF International, Inc., a wholly owned subsidiary of ICF Jones & Stokes, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 630 K Street, Suite 400, Sacramento, California 95814 and whose Agent for Services of Process is CSC Lawyers Incorporating Service located at 2730 Gateway Oaks Drive, Suite 100, Sacramento, California 95833 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Consultant to prepare an Environmental Impact Report for the County's targeted general plan amendment and a comprehensive zoning code update; and

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

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

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

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

ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to prepare an Environmental Impact Report for the County's targeted general plan amendment and a comprehensive zoning code update. Services shall include, but not be limited to those identified in Exhibit "A", marked "Detailed Scope", incorporated herein and made by reference a part hereof.

ARTICLE II

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

ARTICLE III

Compensation for Services: For services provided herein, including all deliverables described in Exhibit "A", County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt of itemized invoices and progress reports detailing the services rendered. For the purposes of this Agreement, the billing rates for each task shall be in accordance with Exhibit "B", marked "Cost Estimate", incorporation herein and made by reference a part hereof. Travel expense shall be in accordance with Exhibit "C", marked "Board of Supervisors Policy D-1. The County will approve all submitted invoices to ensure conformity with approved scope of work.

The budget for the items of work identified in Exhibit "A" are described in Exhibit "B". The amounts indicated in Exhibit "B" represent the composition of the total not-to-exceed budget for the various items of work identified therein. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the amounts listed in Exhibit "B", among the various items of work identified therein, subject to the Contract Administrator's written approval. The total amount of this Agreement shall not exceed \$295,145.41, inclusive of all expenses and costs.

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

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667
Attn.: Kimberly A. Kerr

Or to such other location as County directs

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subConsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

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ARTICLE VIII

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

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

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

ARTICLE IX

Default, Termination, and Cancellation:

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

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE X

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

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: KIM KERR, ASSISTANT CHIEF ADMINISTRATIVE OFFICER

Or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

ICF INTERNATIONAL, INC.
630 K STREET
SUITE 400
SACRAMENTO, CA 95814
ATTN: MAGGIE TOWNSLEY, VICE PRESIDENT

Or to such other location as the Consultant directs.

ARTICLE XI

Licenses: Consultant represents that it is duly certified or licensed in good standing by the State of California to perform the services under this Agreement, and that Consultant shall maintain said certificates and licenses in good standing throughout the term of this Agreement.

ARTICLE XII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services provided under this Agreement.

ARTICLE XIII

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subConsultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIV

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk 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 five (5) days after said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management 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 County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XVIII

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

ARTICLE XIX

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XX

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

ARTICLE XXI

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

ARTICLE XXII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Kimberly A. Kerr, Assistant Chief Administrative Officer, or successor.

ARTICLE XXIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXIV

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXV

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVI

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

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Kimberly A. Kerr
Assistant Chief Administrative Officer

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

-- COUNTY OF EL DORADO --

By: _____
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

Dated: _____

-- CONSULTANT --

ICF International, Inc.
A wholly owned subsidiary of
ICF Jones & Stokes, Inc.

By: _____
Maggie Townsley
Vice President
"Consultant"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

Exhibit “A” - Detailed Scope

Introduction

The County adopted its general plan in 2004. It has now completed the first five-year review of that plan. As a result of the review, the County has identified a number of specific, targeted amendments to the general plan. The targeted general plan amendments (TGPA) are intended to foster economic development by simplifying the development process through clearer policy guidance for decision makers, the public, and the business community (including agriculture). They will also enable the County to meet its regional housing needs allocation within areas planned for development in the current general plan. The County has also drafted a comprehensive update of its zoning ordinance (ZOU) that will replace the existing zoning ordinance and bring zoning into consistency with the 2004 general plan for the first time.

ICF will prepare the TGPA and program EIR (EIR) in close coordination with the County team. This will ensure that the EIR will be comprehensive enough to provide the basis for streamlining site-specific CEQA analyses in areas identified for future development. Further, where feasible, proposed policies or implementing measures of the general plan and zoning ordinance will serve as mitigation measures for potential impacts. This will establish an overall strategy for environmental mitigation through implementation of the plan policies.

ICF knows the importance of a complete administrative record and will provide the County with copies of all references that were used to prepare the draft EIR and, upon completion of the final EIR, any additional references used in its preparation. This can save the County substantial time when responding to public records requests from the public.

Our proposal is based on a number of key assumptions:

- A traffic analysis is being prepared by a separate consultant, and the analysis will be available in a timely manner and suitable for inclusion in the EIR.
- The County will have a greenhouse gas (GHG) emissions inventory completed that can act as the baseline for the GHG impact analysis.
- The County will provide us with its available land use and resource mapping.

Task 1 Project Start Up and Project Management Coordination

ICF’s project director and project manager will attend the County Coordination Team meeting on January 12, 2012 to meet the members of the team and discuss the future work.

After entering into the contract for the EIR, ICF’s project manager and key task leaders will meet with County staff in a start-up meeting to discuss the upcoming work on the EIR, identify relevant information and data available from the County, and establish protocols for communication between the County (and its departments and committees) and the ICF team. This will include a discussion of how ICF can assist the County regarding its website and plan for public communications regarding the TGPA, zoning ordinance update, and EIR. Within two weeks of the start-up meeting, ICF will compile and submit to the County a comprehensive list of data needs. We will also present, for County review and approval, a draft outline for the format for the EIR.

As the EIR proceeds, ICF will meet regularly with the County team, either in person or by telephone conference, to discuss our findings, progress, and County issues. ICF will work closely with County staff to ensure that the EIR process is closely coordinated with the TGPA and ZOU processes.

Deliverables: List of data needs

Assumptions: The County will be responsible for Native American consultation under the requirements of Senate Bill (SB) 18.

Task 2 Scoping Meeting and Preparation of Initial Study (IS)

ICF will draft a project description in collaboration with County staff that summarizes the proposed TGPA and ZOU. The description will include a clear statement of the objectives of the TGPA and comprehensive ZOU. The options to be considered in the ZOU will be included in the project description so that they can be examined at the same level of detail as the rest of the update. This will enable the County to adopt any of the options without additional analysis (as might be necessary if the options were analyzed as EIR alternatives). Where pertinent, the project description will include maps or diagrams illustrating where in the County the proposed TGPA policies will apply. The description will state that the ZOU is a comprehensive revision of the existing County-wide ordinance and provide a summary of the key changes proposed. ICF will provide the County with a draft project description for review and a final project description incorporating the County's comments on the draft. ICF will work with County staff to identify specific projects, types of projects, or areas in which future projects may occur as part of the project description. This will enable us to specifically address potential impacts at a program level in Task 2, as well as in Tasks 4 and 6. Listing project types and specific projects, if applicable, specifically addressing impacts at a program level, and addressing cumulative impacts of such projects will enable streamlining through the tiering of environmental review at the time of discretionary review and approval. Future environmental reviews at the project level could then be limited to those impacts that are particular to the specific future project.

Following the completion of the project description, ICF will prepare an IS analyzing the project, using the checklist format in Appendix G of the CEQA Guidelines. The IS will examine the potential for the project to result in significant environmental impacts. The IS will not undertake a detailed review of potential impacts, but rather is intended to identify the potentially significant impacts that may arise from implementation of the project (i.e., the TGPA and ZOU). As required by CEQA, our analysis will compare the land use changes represented by the TGPA and ZOU to existing conditions (i.e., the "baseline") when determining the potential for significant impacts. ICF will work with the County team to develop estimates of the level of development that may reasonably be expected to result from the project. This reasonable build out will constitute the project's extent of impact for purposes of the analyses that will follow.

As part of the IS, ICF will provide a written discussion of the findings (i.e., no impact, less-than-significant impact, less-than-significant impact with mitigation incorporated, and potentially significant impact) for each of the items on the checklist. To the extent it is pertinent, the IS will identify where the TGPA and ZOU EIR will tier from the 2004 EIR certified for the general plan. As requested in the RFP, we will prepare the IS to support focusing the analysis in the program EIR on significant issues. We expect to attach the IS to the program EIR as an appendix in support of this focus (i.e., scoping certain issues out of the EIR).

Pursuant to the RFP, ICF expects that the IS will not identify potentially significant impacts or impacts requiring mitigation to reduce them below the level of significance in several resource areas, and our scope reflects that assumption. The resource areas are as follows:

- Geology/soils
- Hazards and hazardous materials
- Hydrology/water quality
- Mineral resources
- Population/housing
- Public services
- Recreation
- Utilities/service systems

If, during preparation of the IS, it becomes apparent that there may be potentially significant impacts in these areas, we will immediately meet with County staff to discuss how to proceed. Analysis of any of these areas in the EIR will require an augmentation in ICF's scope (to be negotiated with the County). We anticipate making the IS an appendix to the EIR to avoid the need to provide further analysis of the issues that have been reconciled in the IS. The EIR can thus devote its discussions to the key issues.

ICF will also prepare a draft notice of preparation (NOP) for County review. The NOP will include a summary project description, general location map, a list of potentially significant effects, and contact information. The completed IS will be attached to the NOP released for public review. ICF will finalize the NOP and IS after we have received the County's comments on the drafts. The County will be responsible for providing the requisite notice of the NOP's availability, as well as setting the date of the scoping meeting. In addition, the County will be responsible for reproducing any copies of the NOP and IS for public review. Concurrent with the County's release of the NOP, ICF will deliver a "notice of completion" and 15 copies of the NOP and IS to the State Clearinghouse in Sacramento for distribution to state agencies for a 30-day review.

ICF's project manager will participate with County staff in a public scoping meeting held during the NOP review period. Prior to the meeting, ICF's facilitator will provide advice to the County team regarding effective approaches for soliciting public input. This may include an active facilitation role at the meeting. We assume that the scoping meeting will be advertised and open to the public, as well as public agencies. The RFP suggests that the scoping meeting is to be held after completion of the project description and prior to release of the NOP. ICF recommends instead that the scoping meeting occur during the review period to provide the public with an opportunity to review the NOP and IS in advance of the meeting.

ICF staff will take notes of any verbal comments received and, in cooperation with County staff, prepare a written summary of those comments for inclusion in the draft EIR.

Deliverables: Electronic copies of the draft and final project description, IS, and NOP in Microsoft Word format; a written summary of the scoping meeting

Assumptions: The County will provide a tracked changes version or similar side-by-side comparison of existing and proposed general plan provisions identified in the RFP at this time. The RFP proposes that this information be provided in Task 3; however, it would be critical to the preparation of an IS that will provide a strong basis for scoping issues out of the EIR as requested in the RFP. It will also be useful to present to the public in the scoping meeting. The County will be responsible for arranging the scoping meeting, with strategic assistance from ICF.

We assume that there will be only one review of the draft IS and the draft NOP.

Task 3 *Project Alternatives*

ICF will draft a final project description and set of project alternatives for use in preparing the EIR in collaboration with County staff. ICF will prepare three alternatives to the project, including the no-project alternative. The no-project alternative will consist of a scenario in which the existing general plan is implemented without the proposed TGPA and ZOU. The other two alternatives will consist of variations of the project that meet most of the objectives of the project, are consistent with the general plan (or at least consistent with the general plan as it would be amended by the project in the case of zoning ordinance-based variations), and that would reduce one or more significant impacts of the project. As provided under CEQA, the alternatives will be examined at a lesser level of detail than the project itself. These alternatives are not intended to analyze the ZOU options (which are being analyzed as part of the project), but may include variations on those options.

Deliverables: Electronic copies in Microsoft Word format of the draft and final project description, including the alternatives, for use in preparing the administrative draft EIR.

Assumptions: ICF assumes that County staff will provide the necessary mapping and documentation of changing acreage by total and geographic location, as pertinent.

Task 4 *Preparation of the Administrative Draft EIR*

ICF will prepare the administrative draft Program EIR for review by the County team. As provided in the RFP, ICF assumes that the EIR will focus on the resource areas of aesthetics, agricultural resources, biological resources, cultural resources, GHG/air quality, noise, and land use planning, unless one or more additions are warranted as a result of the outcome of Task 2. When applicable, ICF will tier the analysis in the administrative draft EIR from the 2004 general plan EIR. ICF will summarize in the ADEIR the findings of any portion of the 2004 EIR that is used for tiering, consistent with CEQA case law. As required by CEQA, our analysis will determine the project's potential for significant impacts by comparing the land use changes reasonably foreseeable as a result of the TGPA and ZOU to the baseline of existing conditions.

ICF will prepare the administrative draft EIR in compliance with the requirements of CEQA, the State CEQA Guidelines, and the County. To ensure efficiency and consistency, ICF's professional editors will prepare templates for each of the sections of the EIR which staff members will use when preparing their analyses. Prior to beginning work on the administrative draft EIR, we will hold an in-house start-up meeting with project staff to describe the project and the approach.

ICF proposes the following format and scope for the administrative draft EIR. As with the IS, our analysis will compare the land use changes represented by the TGPA and ZOU to existing conditions (i.e., the baseline) when determining the potential for significant impacts. The existing general plan will not be used as the baseline for analysis.

Executive Summary

The executive summary of the administrative draft EIR will include a summary description of the TGPA and ZOU and a list of impacts, mitigation measures, and impact significance in table form. There will also be a table summarizing and comparing the alternatives discussed in the administrative draft EIR.

The executive summary will identify the impacts that were found to be less than significant, as well as a list of areas of known controversy.

Assumptions: The County's traffic consultant will provide an analysis of the potential traffic impacts in the form of a technical report suitable for summarizing as an administrative draft EIR chapter (Fehr & Peers will provide a peer review of the traffic analysis). This report would include identifying significant impacts and proposing feasible, enforceable mitigation measures. The GHG inventory will be completed in time to use it in preparing the administrative draft EIR. The options identified with the comprehensive ZOU will be analyzed as part of the project, not separate alternatives.

Introduction

The introduction to the administrative draft EIR will provide a brief explanation of the CEQA process, including the purpose of a program EIR. It will direct readers how to find information in the draft EIR document. It will also explain the connection between the TGPA and ZOU and the analysis presented in the administrative draft EIR.

Project and Study Area Description

The project description section of the administrative draft EIR will summarize the key elements of the TGPA and ZOU. The description will include a statement of the objectives of the general plan update. These objectives will be used, in turn, to develop the range of alternatives to be analyzed in the administrative draft EIR. The study area for the administrative draft EIR will be defined in text and graphically. ICF expects that the study area will be generally limited to the unincorporated areas of the County, including the Lake Tahoe Basin.

This section will also describe the alternatives, including the no-project alternative. The process of selecting the alternatives, and those preliminary alternatives that were not selected as part of the range being analyzed, will be described in this section. We will analyze three alternatives in the administrative draft EIR, including the no-project alternative. The alternatives will be analyzed at a lesser level of detail than the project.

Methodology and Standards of Significance

Each technical chapter will contain a concise description of the methodology used in the analysis and the standards used to determine whether an impact is significant. The significance standards will be based on County standards, CEQA standards, and any applicable agency standards.

Aesthetics and Visual Resources

ICF will prepare an assessment of visual resource and aesthetic impacts. The analysis will be prepared by visual resources staff with expertise in visual assessment, viewshed mapping, impact analysis, and landscape architecture. The assessment will include:

- Discussion of the methods, terms, and thresholds for significance
- An overview of applicable policies and guidelines regarding visual resources

- Description of the regional visual character and area-specific landscape viewshed units (which comprise the baseline conditions for assessing aesthetic impacts)
- Characterization of viewer groups and their responses to changes in views
- An impact analysis which will focus on changes in key views, overall visual character, nighttime light, and daytime glare
- Recommendations and mitigation measures to lessen potential project impacts

The visual resources assessment will follow standards of professional practice for aesthetic analysis to ensure adherence with standards for environmental compliance.

Setting. The setting information will be divided in two main elements—the physical setting and viewer groups. We will describe the physical setting in terms of the visual character and quality of the viewsheds, key vantage points (such as public roadways and existing residential and recreation facilities), and site resources. We will include representative photographs to document key views and typical conditions. We will describe the viewer groups, as well as their relative sensitivity to changes in views.

Impacts. We will address potential viewshed and visual character changes as a result of the changes in the landscape resulting from implementation of the project. These changes will be analyzed relative to visual quality and sensitive viewer groups to determine impacts. We will recommend visual resource guidelines and feasible mitigation to reduce potential project effects from general plan buildout at a programmatic level.

Air Quality and Greenhouse Gases

ICF air quality specialists will evaluate air quality impacts associated with new or revised goals, objectives, and policies within the TGPA and ZOU. Although we will examine the options included in the ZOU, we do not expect that they will require extensive analysis for air quality impacts because they largely work to clarify existing general plan provisions or do not result in extensive land use changes. We will evaluate the air quality impacts associated with the alternatives at a lesser, qualitative level of detail in the alternatives section.

We will summarize existing air emissions regulations of the El Dorado County Air Pollution Control District (EDCAPCD) in the setting section. The existing air quality environment in the county will be described using data and information available from the EDCAPCD and the County's GHG emissions inventory.

In the impact section, thresholds of significance based on EDCAPCD standards will be discussed and applied to the project. We will model air quality effects of the project using accepted methodology for general plan-scale projects, based on the traffic projections from the separately prepared traffic report.

ICF air quality experts can provide:

- Air emissions inventories and forecasts
- Clean Air Act compliance
- Air modeling of stationary, area, and mobile sources
- Air permitting, including PSD, NSR, Title V, and BACT evaluations
- Air quality management plans
- Air toxics emissions inventories, and regulatory support, including HRAs
- Emission reduction credits and trading; odor and visibility impact assessments
- Transportation and general conformity determinations

Where significant impacts are identified, we will identify and discuss feasible mitigation measures. We expect that potential air quality impacts will be mitigated to some extent, but not totally, by policies, programs, or objectives developed as a part of the project. Pursuant to CEQA case law, the general mitigation measures will provide a commitment to mitigation, performance standards to be met by future mitigation, and mitigation options, where applicable.

There is no discrete threshold for GHG emissions, as the EDCAPCD has not adopted thresholds to evaluate climate change impacts. Consequently, we will coordinate with the EDCAPCD and the El Dorado County Planning Services department to determine appropriate thresholds by which to evaluate climate change impacts related to the TGPA and ZOU. However, based on the context and intensity of potential GHG emissions, development under the general plan will result in a significant level of emissions. GHG reduction measures will be selected on the basis of their effectiveness and feasibility.

ICF will address the following subjects in the administrative draft EIR related to climate change:

- *Climate Change Background.* We will present an overview of climate change science, predicted emissions and impacts globally, nationally, within California, and locally; an overview of the current regulatory regime in California and the United States; and expected future actions of the California Air Resources Board (ARB) in regulation of GHG emissions. We will also discuss the anticipated sustainable communities strategy being prepared by the Sacramento Area Council of Governments (SACOG) to meet the region's GHG reduction targets under SB 375. This background will also present the cumulative context for assessment of climate change by presenting an overview of the global, state, and regional emissions.
- *Impact of Development Under the General Plan on Climate Change.* We will evaluate County contributions of GHG emissions under existing conditions, for business-as-usual conditions for buildout under the current general plan, and buildout under the proposed general plan. We will rely on the County's GHG emissions inventory now under preparation to define existing conditions.
- *Impact of Climate Change on the County.* We will broadly discuss potential impacts of climate change on the County's environment for which there is reliable information available, including the potential changes in wildfire hazard and water supply (e.g., changes in Sierra snowpack) to the extent reasonably foreseeable from existing information. To the extent that this information is not known at the County level, we will disclose and explain that fact.
- *Mitigation Measures to Address Climate Change.* We will identify potential policies and other feasible measures that the County will adopt to reduce GHG emissions and impacts within the County, including proposed TGPA and ZOU provisions for higher-density, more compact development in areas with urban services. These will be identified in the form of policies or ordinances in sufficient detail to provide performance standards or a menu of mitigation measures.
- *Significance Determination.* GHG emissions contribute to the cumulative impact of global climate change. CEQA case law holds that where a cumulative impact is particularly severe, even a small incremental contribution may be significant (*Communities for a Better Environment v. California Resources Agency* (2002) 103 Cal.App.4th 98). Therefore, the administrative draft EIR may conclude that until the County adopts a plan for the reduction of GHGs, there is a potential that the County will continue to contribute considerably to California and global GHG emissions.

- **Alternatives.** The alternative analysis for the administrative draft EIR will be limited to analysis of the climate change impacts of the alternatives identified in the administrative draft EIR. We assume that one of the alternatives will incorporate features to reduce GHG emissions. This scope does not presume quantification of emissions associated with alternatives, but the qualitative differences will be noted in the administrative draft EIR.

Biological Resources

ICF's biological resources team (consisting of a wildlife biologist, fish biologist, and botanist) will obtain and review existing information, including the California Natural Communities Database, the County's adopted Oak Woodlands Management Plan, and draft Integrated Resources Management Plan (Phase 1); contact the appropriate resource agency personnel (i.e., representatives of the California Department of Fish and Game, National Marine Fisheries Service, and the U.S. Fish and Wildlife Service); and prepare the biological Resources chapter of the administrative draft EIR. The results of this data gathering will be included as an appendix in the administrative draft EIR. The biological resources analysis will be based on the most current and available information. The administrative draft EIR section will identify regulatory requirements and identify potential impacts on biological resources resulting from proposed changes in policies and land use designations as a part of the project. The analysis of the optional wetlands and riparian setback standards will be done at a general assessment level and will not include wetland delineations or stream morphology analyses.

Mitigation measures will be proposed for all identified impacts. We expect that, to the extent feasible, potential impacts will be mitigated by general plan policies or zoning regulations developed as a part of the project. We will identify any additional policies or regulations that may be necessary in order to provide additional mitigation, if pertinent.

Assumptions: ICF will not perform site-specific field studies or reconnaissance surveys. The analysis will rely on data from the draft Integrated Resources Management Plan, but will not evaluate the potential environmental effects of that plan.

Cultural Resources

ICF cultural resources staff will conduct records research to create a comprehensive settings section for the administrative draft EIR. Potential impacts to cultural resources will be considered and mitigation measures will be developed as part of this effort.

ICF's cultural resource specialists will conduct a review of data available for the project area. The data search will provide a preliminary review of information regarding the prehistoric, ethnographic, and historical context of the County. The data search will include a review of any previous cultural resource studies and previously recorded sites in the vicinity of the project area and will provide a basis on which to ascertain the potential for cultural resources within the County. Additionally, a number of historical inventories and resources will be consulted during the record search, including the California Register of Historical Resources and the National Register of Historic Places. ICF will conduct this record search at the Information Center of the California Historical Resources Information System with the goal of obtaining the most complete and up-to-date data on file. Additional historical research will be conducted at the California State Library, if necessary.

As a method of involving local individuals or groups who may have a potential interest in the project, ICF's cultural staff will initiate consultation with Native Americans, local historical societies, and other interested groups. We will prepare and send informational contact letters to each person or group identified as having a potential interest in or possessing knowledge of prehistoric, ethnographic, traditional cultural properties, or historic resources in the County. Follow-up phone calls will be made to each identified group or organization in an effort to obtain information and comments. This will be focused on potential environmental impacts and separate from the County's consultation with tribes pursuant to SB 18.

Based on the work conducted in the data collection and consultation tasks, ICF's cultural resources specialists will develop a cultural resources overview of the County. This overview is to be a refinement of expectations for cultural resources in the project area and will be used as setting and context information in the administrative draft EIR. The setting section will discuss the prehistoric, ethnographic, and historic background of the County and will identify common resource types and areas of archaeological, cultural or historical sensitivity.

Assumptions: ICF will not perform site-specific field studies or reconnaissance surveys. The County will provide to ICF all relevant County documents that address cultural resources in order to supplement the research effort.

Farmland and Forestry Resources

ICF will analyze the project and its potential impacts on agricultural operations and land use at a general (i.e., not site-specific) level, based on estimates of the level of development that may reasonably be expected to result from the project. This will include consideration of the optional timber production zone change as it relates to timber production and compatible uses. Particular attention will be given to:

- Areas where urbanization may conflict with agricultural practices, infrastructure, land values, and other economic issues
- Potential loss of farmland to non-urban uses such as ranch marketing and visitor serving uses, and the impact to adjoining farmland
- Conflict between the optional timber production zone change and timber harvesting
- Conflict with existing zoning regulations and Williamson Act contracts

Areas to be assessed will include:

- Conversion of farmland to urban uses
- Effects of proposed urban uses on any nearby agricultural operations



- Conflicts with timber production zone objectives
- Effects of the proposed project on lands under Williamson Act contract and on farmland preserves

If necessary due to potential impacts, ICF will work with the County team to draft mitigation measures (i.e., revisions to the TGPA or ZOU) that would protect agricultural and open space resources and reduce the potential for adverse impacts on agricultural operations by non-agricultural land uses.

Land Use and Planning

ICF will summarize information on existing land uses and applicable plans and ordinances affecting land uses in the County's planning area in the setting section of this administrative draft EIR chapter. This will include maps of existing land use plans. ICF will analyze the project and its potential impacts on land use and planning, based on estimates of the level of development that may reasonably be expected to result from the project. This will include the proposed TGPA and ZOU provisions that will assist the county in meeting its regional housing needs and that are compatible with the anticipated provisions of SACOG's MTP 2035 sustainable communities strategy.



The focus of the analysis and mitigation measures will be on land use patterns that could physically divide an established community, potential project conflicts with established land use plans, and potential conflict between proposed zoning and the policies of the general plan. The proposed land use changes (limited though they may be) will be illustrated on maps in the impact section. We will review the land use forecast prepared by the EDAC Regulatory Reform Subcommittee as part of the General Plan five-year review, including mapping of areas within communities where utilities are available. ICF will advise the County team whether this forecast is suitable for use in the EIR. Should that not be the case, we will work with the County team to revise it as may be necessary.

ICF expects that, to the extent feasible, potential land use impacts will be mitigated by policies or regulations developed as a part of the project. We will identify any additional policies or regulations that may be necessary to provide additional mitigation, if pertinent. This identification will rely, in part, on the peer review of the draft zoning ordinance conducted concurrently in Task 5.

Noise

ICF will evaluate noise impacts associated with implementation of the project. The noise impacts associated with the three alternatives will be evaluated qualitatively in the alternatives chapter.

In the setting section, existing noise regulations will be summarized. The existing noise environment in the County will be generally described using data from the traffic analysis and any relevant information from the existing general plan and general plan EIR.

In the impact section, thresholds of significance based on County noise standards will be discussed and defined. Projected traffic noise conditions and related noise impacts associated with the project will be evaluated at a general level of detail based on accepted modeling techniques using the traffic

information to be generated by the traffic consultant, with emphasis on noise levels exceeding county standards that would extend beyond the noise contours identified in the general plan.

Where significant noise impacts are identified, program-level mitigation measures will be identified and discussed. We expect that, to the extent feasible, potential noise impacts will be mitigated by policies and regulations under the project. We will identify any additional policies or regulations that may be necessary to provide additional mitigation, if pertinent.

Assumptions: ICF will not provide site-specific noise monitoring or modeling.

Traffic

ICF's in-house traffic/transportation specialists will review the traffic analysis prepared by the traffic consultant and use it as the basis for the traffic analysis chapter. The traffic chapter will include sections on the environmental setting, regulations, traffic thresholds, impacts and significance, and feasible mitigation measures.

Assumptions: The traffic analysis prepared by the County's traffic consultant will contain sufficient information, including environmental setting, impacts, significance determinations, and draft mitigation measures, to allow the traffic chapter to be completed in a timely fashion.

Alternatives

This chapter will examine three project alternatives, including the no-project alternative. The no-project alternative (as provided under State CEQA Guidelines Section 15126.6) will be defined as buildout under the current County general plan and its community plans. The administrative draft EIR will also analyze two project alternatives that will meet most or all of the update's objectives while substantially reducing or avoiding one or more of its impacts. The alternatives will be examined at a lesser level of detail than the project itself. The impacts of the alternatives will be identified qualitatively and will allow for a comparison with the project and between alternatives. Mitigation measures will be identified for the alternatives' impacts, as pertinent.

Assumptions: ICF will examine three alternatives.

Cumulative Impacts

This chapter will identify the significant cumulative impacts to which development under the project might contribute (e.g., degradation of air quality, loss of agricultural land, impacts to biological resources). It will then determine whether the mitigation measures in the administrative draft EIR or other mitigation programs to which development would contribute its fair share of mitigation would avoid the contribution. Finally, it will determine whether the development under the updated general plan will make a considerable contribution to a significant cumulative impact. A cumulative impact consists of significant effects that are the result of the combined effects of individual past, present, and probable future projects. A project's individual effect may be less-than-significant, while it still makes a considerable contribution to a significant cumulative effect.

ICF will work with the County team to determine the background for the cumulative impact analysis. We expect that the background for the cumulative impact analysis will include buildout of the City general plan for Placerville and may include planned development on the borders of the County.

Growth-Inducing Impacts

The chapter will discuss the growth-inducing impacts of the project. These include aspects of the project that provide for additional development or that remove obstacles to development. ICF will tier from the general plan EIR to the extent practical in this analysis. This discussion will include those aspects of the general plan and the TGPA that are intended to foster “smart growth” and more compact development, as well as the portions of the ZOU that are essentially necessary to make the zoning ordinance consistent with the existing general plan.

Significant, Irreversible Environmental Changes Resulting from the Project

As required by CEQA Guidelines Section 15126, the program EIR will present information on the extent to which the project would result in an irreversible commitment of environmental resources.

Agencies and Persons Contacted, References and Literature Cited, and Report Preparers; Glossary

The administrative draft EIR will contain this information, required by CEQA Guidelines Section 15129.

General Notes

Project Description: ICF will work with the County to refine the project description through Tasks 1, 2, and 4. When Task 6 begins, the project description is expected to be firmly accepted and not subject to further changes.

Mitigation Measures: ICF will recommend feasible and enforceable mitigation measures for the significant effects identified in the analyses. Our objective will be to reduce the impact to less than significant when feasible. For purposes of the administrative draft EIR, mitigation measures will take the form of recommended revisions to the targeted general plan amendment and/or comprehensive ZOU. Revisions may include additions or deletions to the proposed project.

Appendices: ICF assumes that the appendices to the EIR will include, at least, the IS, the traffic analysis (prepared by the County’s traffic consultant), the air quality/GHG analysis, and background on the biological resources analysis.

Administrative Record: ICF will collect reference materials used in the preparation of the administrative draft EIR (and the draft EIR and final EIR) as part of the administrative record. We will provide these to the County in PDF format at the time of the release of the public review draft EIR and at the time of completion of the final EIR.

After submittal of the administrative draft EIR, ICF will schedule a meeting with the County team to discuss County comments.

Deliverables: Electronic copies in Microsoft Word format of the administrative draft EIR

Traffic Analysis Peer Review (optional work)

The transportation planning firm of Fehr & Peers is available, as an optional part of this task, to prepare a peer review of the transportation report being prepared by the County’s traffic consultant. While this may seem redundant, the peer review can assist in ensuring that the report provides an adequate level

of analysis and disclosure. This is important in the County, with its history of conflict over traffic impact issues. Transportation impact analysis under CEQA can be challenging because the CEQA statutes and guidelines do not provide a detailed methodology for specific technical areas such as transportation. Fehr & Peers has worked closely with leading CEQA experts to help define legally defensible technical practices for regional transportation plans, general plans, specific plans, and transportation infrastructure projects. This knowledge helps them to develop recommended approaches for CEQA compliance, while also respecting other client objectives including adhering to the budget and schedule.

For this project, Fehr & Peers anticipates that the transportation peer review will need to consider the following items, at a minimum:

- The California 2010 Regional Transportation Guidelines provide specific guidance on recommended travel model features based on MPO status, specific tests for static and dynamic validation, and new guidance on internal consistency for regional transportation plans (RTPs).
- The Air Resources Board’s “Description of Methodology for ARB Staff Review of Greenhouse Gas Reductions from Sustainable Communities Strategies (SCS) Pursuant to SB 375” contains specific expectations for the travel forecasting model and analytical process to develop VMT and GHG forecasts.
- The SB 375 Regional Targets Advisory Committee (RTAC) recommended methodologies for preparing regional-scale vehicle miles traveled forecasts. Fehr & Peers is uniquely qualified to address this issue based on its participation in the SB 375 RTAC and the RTP Guidelines update working group.
- The review of transportation-related impact significance criteria given the potential tradeoffs between competing objectives such as congestion relief and accommodation of all travel modes through roadway levels of service and complete streets policy and the need for an internally consistent document
- The adequacy and feasibility of feasible mitigation in recognition of funding constraints associated with roadway maintenance and new roadway construction

Fehr & Peers also coordinates with state agencies (including the ARB, California Department of Transportation [Caltrans], and California Office of Planning and Research [OPR]) and environmental interest groups to fully understand the technical and potential legal challenges jurisdictions may face.

Task 5 Peer Review of Draft Zoning Ordinance

Concurrently with preparation of the administrative draft EIR, ICF planners will review the proposed comprehensive update of the County zoning ordinance for the purpose of identifying internal inconsistencies within the proposed ZOU, inconsistencies between the comprehensive update and the adopted general plan and targeted general plan amendments, and unintended land use consequences. This will include the options identified in ROIs 183-2011 and 184-2011. ICF’s review will follow the General Plan Guidelines’ direction that a zoning ordinance is consistent with the general plan if, “considering all of its aspects, it will further the objectives and policies of the general plan and not obstruct their attainment.”

ICF will prepare a technical memorandum describing any inconsistencies that we may find, organized in the following categories—internal inconsistency within zoning ordinance update, inconsistency with the adopted general plan, inconsistency with the proposed TGPA, and unintended land use consequences. The technical memorandum will be provided to the County prior to completion of Task 4. The ICF reviewer(s) will meet with County staff to review and discuss the findings and consider how to address inconsistencies, if any, that may be found.

Deliverables: Electronic copy in Microsoft Word format of the technical memorandum

Task 6 *Preparation of Draft EIR*

ICF assumes that we will receive one set of resolved County comments on the administrative draft EIR. Upon receiving the comments, ICF staff will meet with the County team to discuss the administrative draft EIR comments and necessary revisions.

ICF will prepare a screencheck version of the draft EIR incorporating the revisions for review by the County team before the draft EIR is released for public review. We will transmit an electronic copy to the County for its review. ICF assumes that any revisions to the screencheck draft EIR will be minor.

After receiving the County's comments on the screencheck version, ICF will make the indicated revisions, produce the public review draft EIR, and provide the County with electronic copies suitable for printing. ICF will prepare a notice of completion, 15 copies of the executive summary, and 15 CDs containing the full draft EIR and submit these to the State Clearinghouse. We will coordinate with the County to ensure that the State Clearinghouse and local review periods begin on the same day.

Deliverables: Electronic copy in Microsoft Word format of the screencheck draft EIR; electronic copy of the draft EIR in PDF format for reproduction and for posting on the County's website

Assumptions: The County will provide ICF with a single set of County comments on the administrative draft EIR and produce the necessary printed copies of the draft EIR. The County will print the copies of the public draft EIR that it needs for circulation to local agencies and the public.

Task 7 *Scoping of Responses*

ICF's project manager and meeting facilitator will attend the public meeting to be held on the draft EIR to take verbal comments. Our facilitator will assist the County in running the meeting. After that meeting and the close of the draft EIR review period, ICF will meet with the County team to agree upon a strategy for responding to the written and verbal comments that have been received. ICF has budgeted substantial staff resources for responding to comments as part of Task 8 and will work with the County team to minimize the need to revise ICF's scope of work and budget.

Deliverables: Revised scope of work and cost estimate, if necessary

Assumptions: The County will provide ICF with one organized set of draft EIR comments at least one week before the strategy meeting.

Task 8 *Preparation of Administrative Responses to Comments*

ICF assumes that the County will supply us with a complete copy of all comments to which the County expects responses to be prepared. This will include written, verbal, and email comments received during the draft EIR's review period. ICF will draft reasoned, good-faith responses to the comments

received during the draft EIR review period relating to the project's environmental impacts. While reviewing the comments, we will be watchful of additional alternatives and mitigation measures that may be proposed by the public or public agencies. We will bring these to the immediate attention of the County team to discuss how to craft the responses. For purposes of our scope, ICF has budgeted staff hours for drafting the administrative responses to comments based on the anticipation that there may be 100-125 comment letters, 2-5 pages in length . If comments are received after the end of the public review period, we will discuss with County staff whether the County wishes us to prepare written responses to those comments as well if sufficient budget remains. ICF will rely on the County's traffic consultant for assistance in responding to technical questions regarding the traffic analysis.

ICF will prepare an administrative final EIR, including:

- The comments received on the draft EIR
- Responses to those comments
- Revisions to the EIR text and/or tables and figures, as may be necessary based on the responses to comments
- A list of the preparers of the final EIR

ICF will submit the administrative final EIR to the County team for review and comment.

Deliverable: Electronic copy of the administrative responses to comments and an electronic copy of the administrative final EIR, both in Microsoft Word format

Assumptions: The County will provide ICF with a complete copy of all comments to which the County expects responses to be prepared. Responses to comments will require not more than 80 staff hours.

Task 9 *Preparation of Draft Mitigation Monitoring Plan*

ICF will prepare the administrative draft mitigation monitoring (MMP) for review by County staff. The plan will ensure that the mitigation measures to be adopted by the County will be implemented as required under Section 21081.6 of the Public Resources Code. The following is a brief description of the process and the plan content. The MMP will:

- Identify each impact of the project that will be mitigated
- Contain a brief explanation of each relevant plan policy, zoning ordinance regulation, or mitigation measure
- Specify the agency or individual responsible for implementing and monitoring each mitigation measure
- Provide details of the monitoring program, if pertinent

ICF will coordinate with the County during preparation of the administrative draft MMP regarding the format and the responsibilities of County agencies.

Deliverable: Electronic copy of the draft MMP in Microsoft Word format to the County, along with the administrative responses to comments

Assumptions: ICF assumes that the County staff will finalize the MMP.

Task 10 Preparation of Final Responses to Comment Document

After receiving the County's comments on the administrative final EIR, ICF's project manager will meet with the County team to discuss those comments and the indicated revisions to the administrative final EIR. ICF will make the revisions and produce the final EIR.

Deliverables: Meeting attendance. Electronic copy in Microsoft Word format of the final EIR; electronic copy of the final EIR in PDF format suitable for reproduction and for posting on the County's website

Assumptions: The County will supply ICF with one organized set of comments on the administrative draft final EIR.

Task 11 Meeting and Hearings

ICF's project manager and a meeting facilitator will attend up to 15 public meetings or hearings. This includes the public scoping meeting described in Task 2 and the draft EIR meeting described in Task 7. The update and coordination meetings to be held with County staff described in our scope are budgeted separately under the pertinent tasks.

ICF will provide neutral, objective facilitation, keeping meetings focused and away from tangential issues while maintaining momentum and participation. As may be needed by the County, we will assist in developing supporting materials including sign-in sheets, agendas, public comment forms, speaker cards, and handouts.

Deliverables: Attendance at public meetings or hearings

Assumptions: The public meetings and hearings will each average eight hours of ICF staff time.

Task 12 Preparation of Findings of Fact

ICF will prepare draft findings in a format approved by County staff for each impact identified in the final EIR, as required by State CEQA Guidelines Section 15091, and a statement of overriding consideration for significant impacts found to be unavoidable, pursuant to State CEQA Guidelines Section 15093. We will work with the County Counsel to ensure that the draft findings and statement meets their preferences for form and content. ICF will provide an electronic copy of the draft findings and statement of overriding considerations in Microsoft Word format to the County not less than two weeks after release of the responses to comments document. The County will finalize the findings and statement.

Deliverables: Electronic copy of the draft findings and statement of overriding conditions in Microsoft Word format

Assumptions: ICF will receive an example of a preferred format/style of findings and statement of overriding considerations from the County before preparing the drafts.

EXHIBIT "C"



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

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

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

POLICY:

1. General Policy
 - a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
 - b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
 - c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
 - d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
 - e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
 - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
 - (2) Car rental.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

- (3) Out-of-county overnight travel.
 - (4) Members of boards or commissions, or non-county personnel.
 - (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.
- c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.
3. Travel Participants and Number
- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
 - b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
 - c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 5 of 13
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d. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.

- (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
- (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for the purpose of discussing important issues related to County business and policies.
- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.



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

Subject: TRAVEL	Policy Number D - 1	Page Number: Page 6 of 13
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- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.

- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.
 - (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head



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and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

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

b. Private Auto

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

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

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County



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officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

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

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



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

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

Maximum Allowable Meal Reimbursement

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when



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the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.

- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.
- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim.

Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the



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department head and Chief Administrative Officer before deciding whether to approve.

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

6. Advance Payments

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.



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- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.
- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the



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end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.

h. Expense Claim Form

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.