



AGREEMENT NO. 007D-A-10/11-BOS  
351-S1111

## EL DORADO COUNTY DEVELOPMENT SERVICES DEPARTMENT

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Tschudin Consulting Group, a California Sole Proprietorship, duly qualified to conduct business in the State of California, whose principal place of business is 710 21<sup>st</sup> Street, Sacramento, CA 95811 (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist in the preparation of a legally and technically adequate Environmental Impact Report (hereinafter referred to as "EIR") for the El Dorado County Zoning Code Update.

**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; and

**WHEREAS**, both County and Consultant make this Agreement with full knowledge of the requirements of the California Environmental Quality Act (CEQA) of 1970 (Public Resources Code, §21000 et seq.) and the State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto, and County's General Plan amendment procedures.

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

## **ARTICLE I**

**Scope of Services:** Consultant agrees to furnish the personnel and equipment necessary to provide services described in the Exhibit "A" marked "Scope of Services" incorporated hereto and made by reference a part hereof. No work shall be completed prior to a letter to proceed being provided by the contract administrator or designee to begin Task 1. Consultant acknowledges that the work is intended to result in a legally and technically adequate EIR 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 one (1) year from the date of execution thereof. This Agreement may be extended for two (2) additional one (1) year periods if mutually agreed between the parties hereto in writing no less than thirty (30) days prior to the expiration of the then current Agreement.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be **\$215/hour**. Total amount of this Agreement shall not exceed Two-Hundred Twenty One Thousand Five Hundred Eighty dollars and 00/100 (**\$221,580**).

- A. Travel and/or mileage expenses, if applicable, shall be made in accordance with Exhibit "B" marked "Board of Supervisors Policy D-1," incorporated herein and made by reference a part hereof up to the not-to-exceed amount of the Agreement.
- B. Services provided shall be identified and referenced in accordance with Exhibit "C" marked as "COST ESTIMATE FOR EL DORADO COUNTY ZONING CODE UPDATE FOCUSED EIR" incorporated herein and made by reference a part hereof.
- C. Invoices submitted for payment shall reference the tasks in Exhibit "C" and shall identify the tasks or percentage of tasks completed. Time allocations for each task may be modified with written approval from the Agreement Administrator.

## **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. The following additional provisions shall also apply:

- A. Conformity with Statutes, Decisions, Guidelines and Ordinances. The EIR shall be written in conformity with all applicable State statutes including but not limited to CEQA (Public Resources Code, §21000 et seq.), State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto as last amended, the Environmental Guidelines (objectives, criteria, and procedures required pursuant to CEQA) last adopted by County, and in the format presently prescribed by County. All subjects in the format shall be addressed even if only to state that there is no significant impact. The format may be expanded where necessary to address a subject in greater detail. Conformity with any relevant judicial decisions, guidelines, or ordinances is also required.
- B. Responsibility for Preparation. The EIR shall be prepared for County in fulfillment of the obligations of County as the public agency having responsibility for preparation of an EIR for the project. It is understood that Consultant shall prepare the EIR so as to be as accurate and objective as reasonably possible.
- C. Meetings to be Attended. Consultant shall attend such meetings as County staff determines will be necessary to complete Consultant's obligations under this Agreement, as specified in the Scope of Work. Additional meetings shall be compensated as specified in any addendum to this Agreement entitled "Change Orders."
- D. Designation of Responsible Principal. Consultant shall have a Responsible Principal who shall be responsible for Consultant's obligations under this Agreement who shall serve as principal liaison between County and Consultant. Designation of another Responsible Principal by Consultant is subject to a mutually agreed upon written amendment. The name of the Responsible Principal is Heidi Tschudin.

Consultant shall provide experienced and qualified personnel, to carry out the work to be performed by Consultant under this Agreement and shall be responsible for and in full control of the work of such personnel. Consultant may retain subconsultants for data collection with the prior approval of County, and Consultant shall be responsible for and in full control of the work of such subconsultants. The Responsible Principal shall notify County when Consultant contacts, or is contacted by, Applicant, as well as the substantive nature of said contact.

- E. Relationship Between Parties: Work Standards. The parties to this Agreement agree that the relation created by, and for the duration of this Agreement is that of independent contractor. Consultant is not an agent or employee of County and, among other things, is not entitled to the benefits provided by County to its employees, including but not limited to workers' compensation insurance and unemployment insurance. County shall not provide office or other workspace for Consultant. Consultant will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted procedures for the preparation of an EIR. Consultant assumes responsibility for the EIR being prepared in a professional manner. Consultant

acknowledges that County is the ultimate authority, and must effect independent judgment as to the contents of the EIR and its adequacy. In the event of any disagreements between Consultant and County staff, subconsultants if any, the Applicant, or experts or other consultants retained by Applicant, Consultant shall immediately report such disagreement to the Development Services Director of County who shall have sole authority to decide and resolve all such disagreements. Nothing in this paragraph shall be deemed to negate, effect, or alter the independent contractor relationship between the parties to this Agreement.

- F. Materials and Equipment. Consultant shall furnish, at his/her/its own expense, all materials and equipment necessary to carry out the terms of this Agreement. Consultant shall be liable for any personal injury or property damage resulting from the use, misuse, or failure of such equipment.
- G. County to Furnish Information Available. All information, data, records, and maps which are available in County records for performing Consultant's services as specified herein, shall be furnished by County to Consultant. Upon request of Consultant, County shall furnish the names and addresses of interested public agencies, but Consultant shall be responsible for all liaisons which may be made with these agencies, or other interested parties. Consultant shall be responsible for developing and obtaining any additional information reasonably required to complete the EIR.
- H. Correction of Errors. The correctness and completeness of any information furnished by Consultant shall be within the discretion of the Development Services Director. Consultant will perform any field work and will prepare any maps, charts, or data necessary to correct errors, omissions, discrepancies, deficiencies, or ambiguities in the EIR without additional compensation. Consultant will give immediate attention to these changes so that there will be no delay to County in meeting the schedule set forth in the work program and contract.
- I. Data Developed in Public Domain. All information, data, maps, charts, and studies developed by Consultant which are made a part of the Administrative Draft EIR, the Draft EIR or the Final EIR, are in the public domain and may be used by Consultant or County as property within the public domain. Consultant, by signing this Agreement, disclaims any copyright or other rights to the information published in, or made a part of, the Administrative Draft EIR, Draft EIR or Final EIR.
- J. Documents, Maps, and Photographs Developed are County Property. All original documents, maps, charts, photographs, and other material prepared by Consultant which are made a part of the Administrative Draft EIR, Draft EIR, or Final EIR shall be the property of County and shall be delivered to County prior to final payment.

## ARTICLE VI

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records together with any knowledge therein acquired, in accordance with all applicable State and Federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees and representatives, shall not use or disclose,

directly or indirectly at any time, any said confidential information, other than to the Development Services Department for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.

#### **ARTICLE VII**

**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 VIII**

**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.

#### **ARTICLE IX**

**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 X**

### **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 XI**

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

COUNTY OF EL DORADO  
DEVELOPMENT SERVICES DEPARTMENT  
2850 FAIRLANE COURT  
PLACERVILLE, CA 95667  
ATTN: ROGER P. TROUT, DEVELOPMENT SERVICES DIRECTOR

Or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

TSCHUDIN CONSULTING GROUP  
710 21<sup>ST</sup> STREET  
SACRAMENTO, CA 95811  
ATTN: HEIDI TSCHUDIN, PRINCIPAL

Or to such other location as the Consultant directs.

**ARTICLE XII**

**Indemnity:** The Consultant shall defend, indemnify, and hold the County, its officers, agents and employees from and against claims, demands, liability costs and expenses of whatever nature, including, but not limited to, court costs, damages and reasonable counsel fees arising out of injury to, or death of any person or persons or loss of, or damage to any property, to the extent resulting from the willful acts or negligence of Consultant, her agents, employees, licensees and/or, subcontractors in the making or performance of this Agreement. Any allocation of comparative fault shall not affect the duty to defend and any allocation, adjustment or reimbursement shall take place at time of final judgment.

**ARTICLE XIII**

**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 \$500,000.00 is required in the event

motor vehicles are used by the Consultant in the performance of the Agreement.

- D. 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.
- E. 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.
- F. 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 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.
- G. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Consultant's obligations shall not be limited by the foregoing insurance requirements and



shall survive expiration of this Agreement.

- M. 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.
- N. 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 XIV**

**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 XV**

**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 XVI**

**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 XVII**

**California Residency (Form 590):** All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant

will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XVIII**

**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 XIX**

**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 XX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Peter Maurer, Principal Planner, Development Services Department or successor.

#### **ARTICLE XXI**

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

#### **ARTICLE XXII**

**Partial Invalidity:** If any provision of 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.

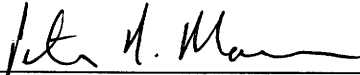
**ARTICLE XXIII**

**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.

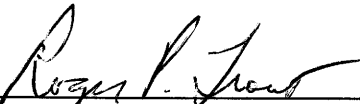
**ARTICLE XXIV**

**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: 3/17/11  
Peter Maurer, Principal Planner  
Development Services Department

**Requesting Department Head Concurrence:**

By:  Dated: 3-17-11  
Roger P. Trout, Director  
Development Services Department

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

-- COUNTY OF EL DORADO --

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

By: \_\_\_\_\_

Raymond J. Nutting  
Chair, Board of Supervisors  
"County"

ATTEST:

Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

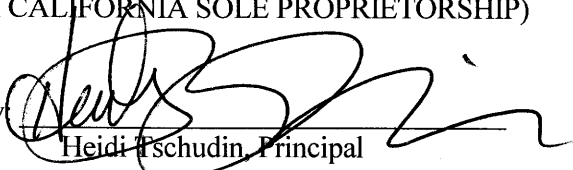
By: \_\_\_\_\_ Dated: \_\_\_\_\_

Deputy Clerk

-- CONSULTANT --

TSCHUDIN CONSULTING GROUP  
(A CALIFORNIA SOLE PROPRIETORSHIP)

By: \_\_\_\_\_

  
Heidi Tschudin, Principal  
"Consultant"

Dated: March 15, 2011

(mlw)

(351-S1111)

**SCOPE OF WORK FOR EL DORADO COUNTY  
ZONING CODE UPDATE FOCUSED EIR**

**Task 1, Project Start Up and Project Management** – Tschudin Consulting Group (Tschudin) will initiate and manage the preparation of the El Dorado County Zoning Code Update Focused EIR within this task. Assuming a nine month schedule (approximately 40 weeks), this task allows for about 5 hours per week on average devoted to coordination with staff and general project management duties.

Schedule: Project start-up at discretion of client. Project management on-going. Nine month schedule assumed.

Deliverables: Attendance at project start-up meeting with County staff.

**Task 2, Project Description and Description of Alternatives** – Tschudin will draft a description of the project and, in coordination with County staff, develop and describe three project alternatives. This scope assumes that County staff will provide necessary mapping and spreadsheets documenting changing acreage by total and geographically, by parcel. Alternatives will include “No Project” defined as continuation under the existing zoning ordinance, and two variations of the draft ordinance, to be developed based on coordination with and direction from staff. This task assumes that the County provides a “track changes” version or some other similar side-by-side comparison of the existing and proposed ordinance that allows for easy identification of proposed changes for the purposes of summary and analysis.

Schedule: Draft project description, including description of alternatives, will be completed within approximately two weeks of receipt of described information from County staff.

Deliverables: Electronic copies of draft and final project description.

**Task 3, Preparation of Expanded Initial Study** – Tschudin will prepare an expanded Initial Study and NOP for printing and circulation by staff. This initial study will scope out all issue areas except those listed in Task 4 and will introduce and describe proposed project alternatives, for the purpose of encouraging early public and agency comment. Tschudin will coordinate with County staff regarding treatment of climate change and greenhouse gas emissions analysis.

Schedule: Draft expanded Initial Study will be completed within approximately two weeks of completion of finalized project description.

Deliverables: Electronic copies of draft and final expanded Initial Study/NOP

**Task 4, Preparation of the Administrative Draft EIR** – Tschudin will prepare an administrative draft of the Draft EIR for review by County staff. This document will be focused on the issues areas of aesthetics, agriculture, biological resources, cultural resources, and land use/planning. It is assumed that the regulatory changes and changes in zoning designation that are proposed as a part of the project are

## Scope of Services - Exhibit A

consistency with the General Plan and fall within the scope of the General Plan EIR. This scope of work does not include analysis of land use (zoning designation and/or general plan land use designation) changes inconsistent with the General Plan or not covered by the General Plan EIR. This scope does not include analysis of climate change or greenhouse gas emissions. The biological resources section will be prepared by Padre Associates under the oversight of Tschudin. Tschudin will prepare all other sections, assuming consistency with and tiering from the General Plan and General Plan EIR. Sub-consulting services for cultural resources is not included in this scope.

Schedule: Administrative Draft EIR (ADEIR) will be completed within approximately ten weeks of release of the Initial Study/NOP.

Deliverables: Electronic copies of the ADEIR. Attendance at recommended meeting with staff to review and discuss ADEIR.

**Task 5, Peer Review of Draft Zoning Ordinance** – In the course of completing Task 4, Tschudin will peer review the Draft Zoning Code Update for the purpose of identifying internal inconsistencies, unintended land use consequences, General Plan inconsistencies, and/or other planning issues related to the update. The results of the peer review will be summarized in a technical memorandum to County staff.

Schedule: Peer review will be completed in conjunction with completion of Task 4, within approximately 2.5 months of release of the Initial Study/NOP.

Deliverables: Electronic copy of peer review in the form of a technical memorandum to County staff. Attendance at recommended meeting with staff to review and discuss results.

**Task 6, Preparation of the Draft EIR** – Upon receipt of one set of resolved County comments (using the track changes function of Microsoft Word), Tschudin will revise the ADEIR and provide a “screencheck” version electronically for final County review. Tschudin will make final edits from the screencheck review and prepare the final print-ready Draft EIR. This scope and budget assume that the County does not raise significant new issues (editorial or substantive) as a part of the screencheck review.

Schedule: Screencheck Draft EIR (DEIR) will be completed within approximately three weeks of receipt of the County’s comments. The final camera-ready DEIR will be completed and delivered to the printer within approximately one week of sign-off on the screencheck DEIR.

Deliverables: Attendance at recommended meeting with staff to review and discuss ADEIR comments. Electronic copy of screencheck DEIR. Electronic copy of final DEIR, including Notice of Availability and Notice of Hearing. Hard copies and CDs for distribution will be delivered from the printer as soon as they are available. CDs and a Notice of Completion will be delivered to the State Clearinghouse.

## Scope of Services - Exhibit A

**Task 7, Scoping of Responses** – Upon receipt of an organized set of DEIR comments from the County, Tschudin will coordinate with staff to review response strategy and confirm assumed scope of work for preparation of responses.

Schedule: Within two weeks of close of public comment period

Deliverables: Attendance at public meeting to receive verbal comments on DEIR (Note: This would occur during the comment period). Attendance at recommended meeting with staff to review and discuss DEIR comments. Preparation of revised scope of work and cost estimate if necessary.

**Task 8, Preparation of Administrative Responses to Comments** – Tschudin will draft response to comments within the identified budget for this task which assumes approximately 30 percent of the DEIR level of effort. Sub-consulting services from Padre Associates for biological resources are included in this scope (up to 15 specific responses and 18 labor hours). No other sub-consulting services are included.

Schedule: Administrative Responses to Comments will be completed within four weeks of internal meeting (Task 7) to scope the approach for responses.

Deliverables: Electronic copy of Administrative Responses to Comments document.

**Task 9, Preparation of Draft Mitigation Monitoring Plan (MMP)** – Tschudin will prepare an MMP for the project based on the assumption that all mitigations are in the form of modifications or edits that will be incorporated into the final adopted Zoning Code. A minimum level of effort is assumed as there would be no remaining mitigations to monitor under this scenario – all mitigations would be fulfilled via incorporation into the ordinance.

Schedule: Administrative MMP will be completed in conjunction with Task 8, within one month of internal meeting (Task 7) to scope the approach for responses.

Deliverables: Electronic copy of draft MMP.

**Task 10, Preparation of Final Responses to Comment Document** -- Upon receipt of one set of resolved County comments (using the track changes function of Microsoft Word), Tschudin will revise the AFEIR and prepare the final print-ready Responses to Comment document.

Schedule: Final Responses to Comment document and MMP will be completed within two weeks of receipt of County's comments. The final camera-ready document will be completed and delivered to the printer within approximately one week of sign-off by the County.

Deliverables: Attendance at recommended meeting with staff to review and discuss County comments on document. Electronic copies of final draft Responses to Comment document and MMP. Hard copies and CDs for distribution will be delivered from the printer as soon as they are available.

## Scope of Services - Exhibit A

**Task 11, Meetings and Hearings** – Heidi Tschudin will attend as many meetings and hearings as can be accommodated within the identified budget for this task, on a time and materials basis. Fifteen meetings/hearings were assumed at approximately 8 hours each including preparation, travel time, and attendance.

Schedule: As directed by staff.

Deliverables: Attendance at scheduled meetings and hearings.

**Task 12, Preparation of Findings of Fact** – Tschudin will prepare draft findings of fact to support certification of the Final EIR. It is assumed that staff will finalize these findings. It is also assumed that staff will be responsible for preparing findings of fact to support adoption of the code update, and preparation of required ordinances, resolutions, and staff reports.

Schedule: Draft Findings of Fact will be completed within two weeks after release of the Responses and Comments document.

Deliverables: Electronic copy of draft Findings of Fact.





COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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

BACKGROUND:

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

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

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



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POLICY:

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



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

2. Approvals Required

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



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(5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.

b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.

c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.

d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



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



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

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

4. Mode of Transport

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



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

- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.

- (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

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



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

b. Private Auto

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

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

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

c. Meals

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





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

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

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



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

**Maximum Allowable Meal Reimbursement**

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

d. Lodging

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



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

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

e. Other Expenses

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

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

6. Advance Payments



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

7. Compliance - Claimant Responsibility

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

8. Procedures:

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



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

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



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

COST ESTIMATE FOR EL DORADO COUNTY ZONING CODE UPDATE FOCUSED EIR	
TASK	LABOR HOURS
Task 1 - Start Up/Management <sup>1,7</sup>	200
Task 2 - Project Description/Alts	56
Task 3 - Expanded Initial Study	20
Task 4 - ADEIR	40
Introduction, Misc Sections, Appendices	20
Summary	8
Aesthetics	20
Agriculture	8
Biological Resources	20
Cultural Resources	8
Land Use/Planning	56
CEQA Considerations	8
Alternatives	20
Subtotal	208
Task 5 - Peer Review of Draft Ordinance	30
Task 6 - Screencheck	40
DEIR	20
Task 7 - Scoping of Responses	8
Task 8 - Administrative Responses to Comments <sup>2</sup>	100
Task 9 - Draft Mitigation Monitoring Plan (MMP) <sup>3</sup>	8
Task 10 - Final Responses to Comments and MMP <sup>2</sup>	20
Task 11 - Meetings and Hearings <sup>4</sup>	120
Task 12 - Findings of Fact	40
Total Hours	870
Billing Rate <sup>5</sup>	\$215/hour
<b>Subtotal TSCHUDIN CONSULTING GROUP Labor..... \$187,050</b>	
SUBCONSULTANTS	
Padre Associates (Biological Resources).....	\$18,700
EXPENSES	
Printing <sup>6</sup> .....	\$3,000
Miscellaneous.....	\$200
Deliveries.....	\$400
Subtotal Expenses .....	\$3,600
ADMINISTRATIVE CHARGES	
10 percent of Subconsultants and Expenses .....	\$2,230
<b>SubTotal Sub-consultants, Expenses, and Administrative Charges.....\$24,530</b>	
<b>COST ESTIMATE ..... \$211,580</b>	
Contingency <sup>7</sup> .....	\$10,000
<b>Contract Total (Not To Exceed) ..... \$221,580</b>	

**Notes:**

- 1/ Assumes an average of 5 hours per week for approximately 40 weeks (9 months). Actual charges will be based on time and materials.
- 2/ Assumed to be approximately 20 percent of DEIR effort. Actual charges will be based on time and materials.
- 3/ Assumes that mitigation is in the form of changes or additions to the zoning regulations that are incorporated into the final code, thus becoming "self-mitigating".
- 4/ Assumes 15 meetings at approximately 8 hours per meeting including preparation, travel, and attendance. Actual charges will be based on time and materials.
- 5/ Billing rates for TSCHUDIN CONSULTING GROUP are attached (2010 Compensation Schedule). Terms as stated on the Compensation Schedule are applicable to all contracts and agreements unless altered by subsequent written agreement.
- 6/ Assumption for all copying (ADEIR, Screencheck DEIR; DEIR; AFEIR, FEIR, Misc). Actual charges will be based on time and materials.
- 7/ The contingency is considered part of the BOS approved contract budget but not part of the approve consultant budget unless subsequently expressed authorized by staff.

Other Assumptions: 1) by tiering from the General Plan EIR and relying on the General Plan policies, all CEQA impact areas are scoped out except Aesthetics, Agriculture, Cultural Resources, Biological Resources, and Land Use; 2) the only subconsultant services needed are for analysis of biological resources; 3) Tschudin will rely on County staff for related clerical work like document filing, mailouts, public notices, preparation and processing of staff reports, etc; 4) NOD filing fees and notices charges are not included; 5) project stays on schedule; 6) staff is responsive to consultant requests for information and/or review; 7) significant new issues do not emerge; 8) website posting and maintenance is performed by County staff; 9) this cost estimate does not assume any graphic services; it is assumed that all graphics have been or will be generated by staff.