

AGREEMENT FOR SERVICES #407-S0711
AMENDMENT I

This Amendment I to that Agreement for Services #407-S0711 (PLS-06-02), made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and EN2 Resources, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1463 Main Street, Suite A, Placerville, CA 95667; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to prepare an Oak Woodland Management Plan to implement the El Dorado County General Plan Policies related to oak trees for the Development Services Department, in accordance with Agreement for Services #407-S0711, dated September 19, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement and increase the compensation by \$96,000.00, hereby amending **ARTICLE II – Term** and **ARTICLE III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXIV – County Business License**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #407-S0711 shall be amended a first time as follows:

ARTICLE II

Term: This Agreement, as amended, shall become effective upon execution by both parties hereto and shall cover the period of September 19, 2006 through September 17, 2008.

/

/

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be in accordance with Revised Exhibit "B", marked "Oak Woodland Management Plan Budget", incorporated herein and made part by reference hereof. Travel and/or mileage expenses shall be paid in accordance with Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated herein and made part by reference hereof.

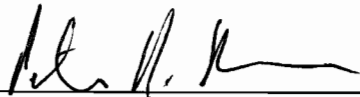
The total amount of this Agreement, as amended, shall not exceed \$442,981.00, inclusive of all expenses.

ARTICLE XXIV

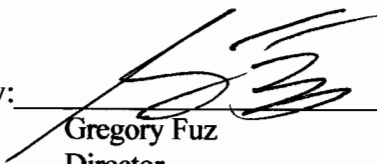
County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

Except as herein amended, all other parts and sections of that Agreement #407-S0711 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 11/6/07
Peter N. Maurer
Principal Planner
Development Services Department

Requesting Department Head Concurrence:

By:  Dated: 11-05-07
Gregory Fuz
Director
Development Services Department

/

/

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #407-S0711 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONSULTANT --

Dated: _____

EN2 RESOURCES, INC.
A CALIFORNIA CORPORATION

By: _____

Rick A Lind
President
"Contractor"

By: _____
Corporate Secretary

Dated: _____

Revised Exhibit "B"

Oak Woodland Management Plan Budget

EN2 Resources, Inc.
Proposed Amendment to El Dorado County Oak Woodland Management Plan
Agreement for Services No. PLS-06-02
Cost Estimate

Original Tasks	Original Budget	Proposed Increase
Task 1 - Project Management	\$34,212	\$8,000
Technical Scope/Kick-off Meeting		
Prepare and maintain document/data library		
Prepare monthly progress, schedule, and budget reports		
Perform QA/QC reviews		
Task 4 - OWMP Preparation Including Policy 7.4.4.5	\$138,203	\$34,000
Mapping and database management		
Prepare draft OWMP		
Site assessment methodology and form		
Monitoring and reporting program		
Prepare final OWMP		
Task 5 - Policy 7.4.4.4 Option B Guidelines, Implementing Ordinance, Funding Mechanism, and Fee Study Preparation	\$44,016	\$14,000
Prepare draft guidelines, mitigation fee, and ordinance		
Prepare final guidelines, mitigation fee, and ordinance		
Task 7 - CEQA Documentation, General Plan Consistency Evaluation, and Public Involvement Support	\$41,785	\$40,000
Planning/Agricultural Commissions public workshops/outreach		
Prepare admin draft CEQA and General Plan consistency review		
Prepare public draft CEQA and General Plan consistency review		
Participate in Board of Supervisors hearings		
Proposed Budget Increase		\$96,000

Notes: Actual charges may vary by task, but total budget will not be exceeded. Above cost estimate based on letter to G. Fuz dated 8/6/07.

ORIGINAL

407-50711

COPY

**EN2 RESOURCES, INC.
Addressing the Preparation of the Oak Woodlands Management Plan
for El Dorado County**

AGREEMENT FOR SERVICES # PLS-06-02

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 EN2 Resources, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 463 Main Street Suite A, Placerville, CA 95667 (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Consultant to prepare an Oak Woodland Management Plan to implement the General Plan Policies related to oak trees; 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 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:

As set forth more fully in Exhibit "A", marked "Scope of Services and Schedule" which is attached and incorporated by reference herein, EN2 Resources shall prepare an Oak Woodland Management Plan (OWMP) to serve as the "oak woodland portion" of the Integrated Resource Management Plan (INRMP) in accordance with Policy General Plan Policy 7.4.2.8 and General Plan Implementation Measure CO-P, including preparation of all necessary related fee studies to implement Option B of General Plan Policy 7.4.4.4.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire one year from said date. This agreement may be extended for one (1) additional one-year period, if mutually agreed by both parties hereto, in writing not less than thirty (30) days prior to the expiration of this Agreement.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be in accordance with Exhibit "B", marked "Oak Woodland Management Plan Budget", incorporated herein and made by reference a part hereof. Travel and/or mileage expenses, if applicable, shall be paid in accordance with Exhibit "C", marked "Board of Supervisors Policy #D-1: Travel", incorporated herein and made by reference a part hereof.

The total amount of the Agreement shall not exceed \$346,981, inclusive of all expenses.

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

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 County 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

Ownership of Data: Upon completion or earlier termination of all Services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, and estimates, etc., produced as part of this Agreement will automatically be vested in the County and no further agreement will be necessary to transfer ownership to the County.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for their unique qualifications and skills as well as those of their 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 IX

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 it's employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that the County is a political subdivision of the State of California. As such, 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 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 the 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 XI

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 in 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 in which the extension of time of to cure expires.

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

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

ARTICLE XII

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

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: Steve Hust

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

EN2 RESOURCES, INC.
P.O. BOX 2260
PLACERVILLE, CA 95667
ATTN: RICK A. LIND

or to such other location as the Consultant directs.

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 Consultant's services, operations or performance hereunder, and due to negligent acts or omissions or willful misconduct, 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 prohibited 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 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile liability insurance of not less than \$500,000 is required in the event

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

- D. In the event Consultant is a licensed professional, and is performing professional services under this contract, professional liability (for example, malpractice insurance) is required with a limit of liability not less than \$1,000,000 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 the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant agrees to provide at least 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 contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Risk Management Division 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 contract upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 30 day prior written notice to the 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 contract are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- 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. At the option of 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 the 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 contract for not less than three years following completion of performance of this agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE XV

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 XVI

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 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

Consultant Taxpayer Identification: The Consultant's Taxpayer Identification Number is 80-0039092.

ARTICLE XIX

California Forum and Law: 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. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Steve Hust, Principal Planner, El Dorado County 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 the 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

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: Steve Hust Dated: 9/20/2006
Steve Hust
Principal Planner

REQUESTING DEPARTMENT CONCURRENCE:

By: Gregory L. Fuz Dated: 9/20/2006
Gregory L. Fuz
Development Services Director
El Dorado County Development Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 9/19/06

By: James R. Sweeney
Chairman **JAMES R. SWEENEY**
Board of Supervisors County

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors

By: [Signature]
DEPUTY

-- CONSULTANT --

EN2 RESOURCES, INC.

Dated: September 20, 2006

By: Rick A. Lind
Rick A. Lind, President
"Consultant"

Exhibit "A"

Scope of Services and Schedule

EXHIBIT A

**EN2 RESOURCES, INC.
PROPOSED SCOPE OF SERVICES, SCHEDULE AND BUDGET
FOR PREPARING
THE EL DORADO COUNTY OAK WOODLAND MANAGEMENT PLAN**

In its June 12, 2006 Proposal to Prepare an Integrated Natural Resources Management Plan (INRMP), EN2 Resources, Inc. (in conjunction with Pacific Municipal Consultants, Sycamore Environmental Consultants and others, collectively the OWMP Consultant Team) described an approach, team, scope of services, and schedule for assisting El Dorado County with preparing the INRMP and related tasks. The tasks included preparing an Oak Woodland Management Plan (OWMP), economic analysis, CEQA documentation, General Plan consistency evaluations, and the INRMP in accordance with Habitat Conservation Plan and Natural Community Conservation Plan (HCP/NCCP) Guidelines.

Following review of the OWMP Consultant Team and other proposals, County staff determined that the best approach for completing the scope of services would be to divide the work between two consultant groups that submitted proposals. The OWMP Consultant Team was identified to assist the County with the OWMP and related tasks, including CEQA documentation and General Plan Consistency evaluations. A key objective of this approach is to allow for the OWMP and 2004 General Plan to move forward with the OWMP as the initial component of the INRMP. This approach is consistent with the Settlement Agreement between the County and Petitioners dated April 18, 2006.

This proposed scope of services, schedule and budget: 1) supersedes the OWMP Consultant Team June 12, 2006 proposal, 2) incorporates recent direction from the County on the scoping of tasks including a County Staff Technical Advisory Committee composed of representatives from the Planning, Agriculture, UC Cooperative Extension, and Transportation departments, 3) describes how the OWMP will meet the requirements of the INRMP (as set forth in General Plan Policy 7.4.2.8 as it relates to oak woodlands) for establishing effective habitat preservation and management specific to oak woodlands, and 4) serves as the basis for the Professional Consulting Services Agreement between the County and the OWMP Consultant Team.

In summary, the OWMP Consultant Team's proposed scope of services, schedule and budget address the following major tasks:

- Project Management (Task 1)
- County Staff Technical Advisory Committee Support (Task 2)
- OWMP Grant Assistance (Task 3)
- OWMP Preparation including Policy 7.4.4.5 (Oak Stand Continuity) (Task 4)
- Policy 7.4.4.4 Option B Guidelines, Implementing Ordinance, Funding Mechanism, and Fee Study Preparation (Task 5)
- Policy 7.4.4.4 Option A and Policy 7.4.5.2 Oak Tree Ordinance Support to County (Task 6)
- CEQA Documentation, General Plan Consistency Evaluation, and Public Involvement Support (Task 7)

The County has indicated that it will prepare the final guidelines for implementing Policy 7.4.4.4 Option A, prepare the associated Oak Tree Preservation Ordinance, and work with UC Cooperative Extension and the County Agriculture Department to address General Plan agricultural and other policies that relate to the OWMP. The County will also address Policies 7.4.5.1 and 7.4.5.2 that concern oak tree preservation/permitting.

For purposes of this scope, the County and the OWMP Consultant Team understand that CEQA requirements for the OWMP and associated tasks can be satisfied through an Initial Study/Negative Declaration process that is tiered from the County's 2004 General Plan EIR. It is also assumed at this time that National Environmental Policy Act review is not required for this scope of services.

The following task and deliverable descriptions summarize and update the OWMP Consultant Team's June 12, 2006 proposal. For the tasks included in this scope, additional discussion can be found in the proposal.

Estimated costs for many tasks (e.g., periodic meetings and drafts of deliverables) are directly affected by length of schedule and assumed number of County, public, and County Staff Technical Advisory Committee reviews. Therefore, if the OWMP deliverables, timeline, or review processes require substantially longer or a greater number of review iterations beyond those identified in this scope of services, then the OWMP Consultant Team reserves the right to renegotiate the proposed schedule and budget to account for increased time and costs that would be associated with the additional work.

Task 1 – Project Management

- **Prepare Detailed Work Plan and Schedule**

The OWMP Consultant Team will prepare a detailed work plan and schedule of the proposed process to prepare the OWMP with specific meeting dates and deliverables. The proposed key members of the consultant team have been modified per the County's direction on the revised scope of work. Figure 1 is the revised Project Organization chart. Figure 2 shows the OWMP Consultant Team's work program for the overall process to develop the OWMP.

- **Technical Scope/Kick-off Meeting**

After receipt of an authorization to proceed, the OWMP Consultant Team will meet with County staff in a kick-off meeting to discuss the proposed process, schedule, and the coordination necessary to prepare the OWMP. The OWMP Consultant Team recommends that the County Staff Technical Advisory Committee participate in the kick-off meeting.

- **Prepare and Maintain Document/Data Library**

The OWMP Consultant Team will maintain a document/data library that includes reference materials, major work products, meeting agenda and minutes, monthly reports, public and agency comments, map products, and other documents relevant to development of the OWMP and related tasks.

Oak Woodland Management Plan Project Organization

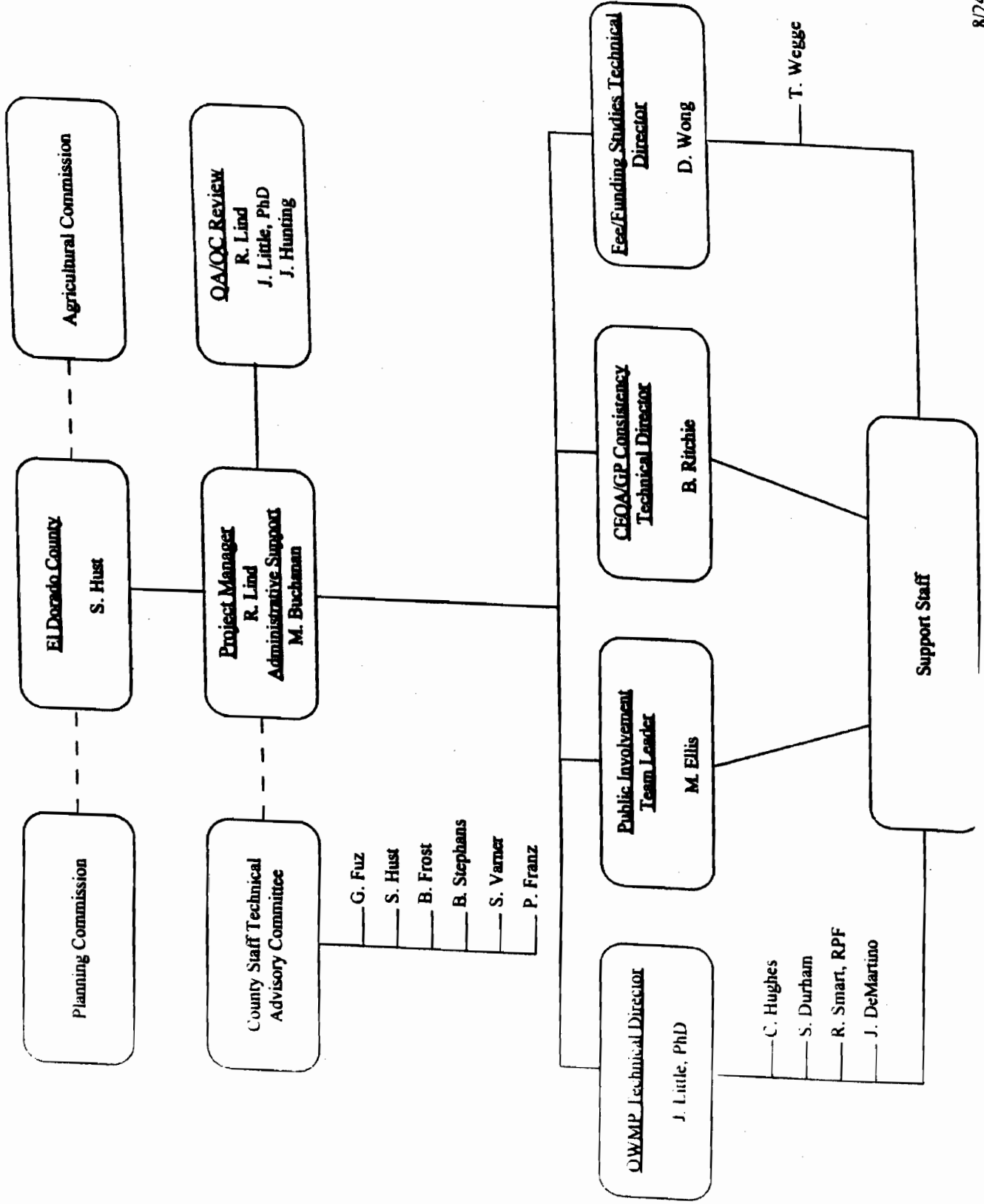
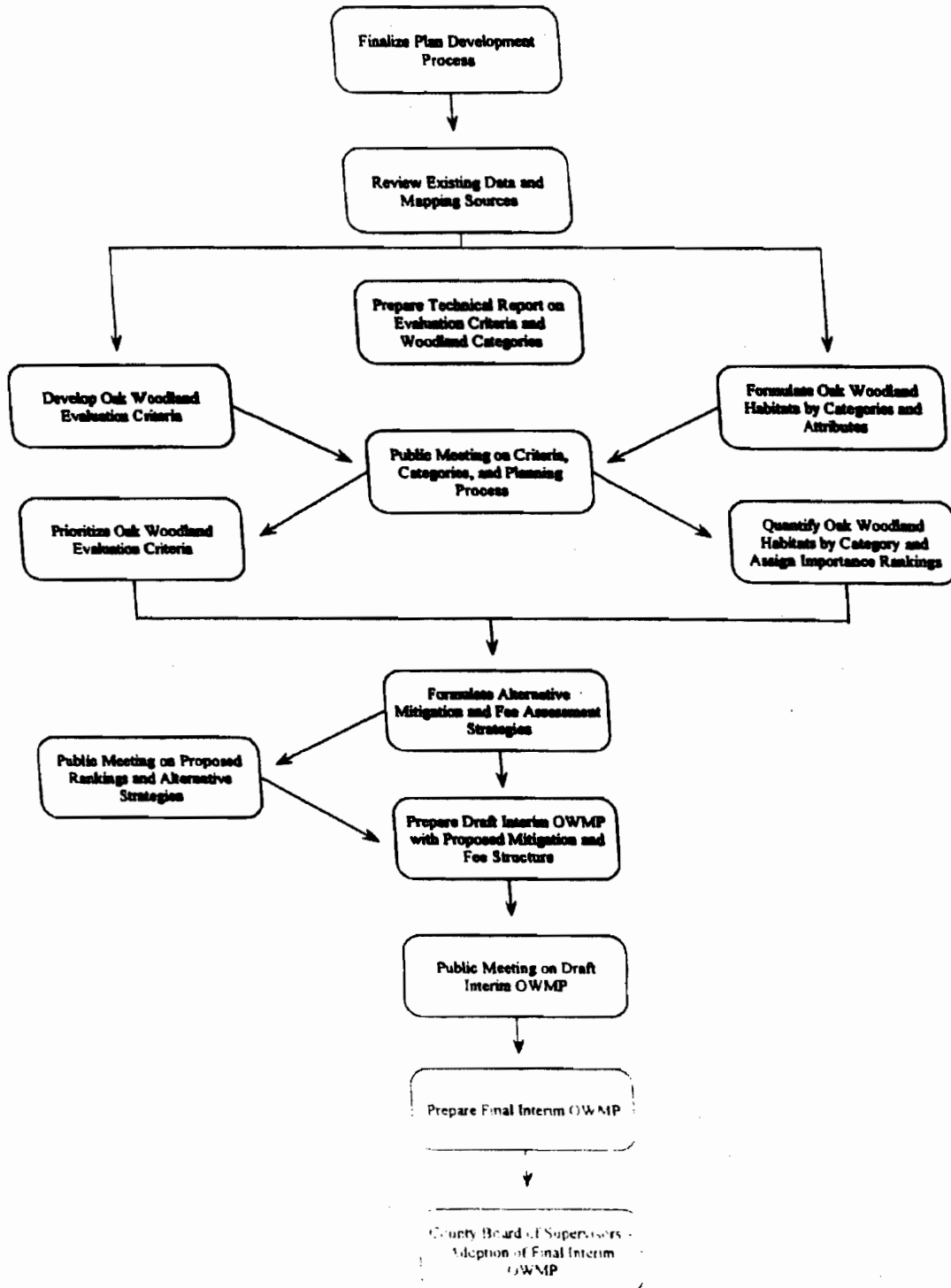


Figure 2

PROCESS FOR DEVELOPING OAK WOODLAND MANAGEMENT PLAN (OWMP)*



* General steps as presented in June 12, 2006 proposal. The final scope of work is similar, but has been modified to incorporate Planning Commission and Agricultural Commission public workshops and other changes.

- Prepare Monthly Progress, Schedule, and Budget Reports and Weekly 'Running' Actions List

The OWMP Consultant Team will prepare monthly reports to County staff on the progress of the OWMP and related tasks, adherence to the schedule, and budget tracking. A monthly tabulation will be prepared on all hours and dollars spent by person by task.

The monthly progress reports will address work accomplished, meetings held, products delivered, outstanding issues, items or decisions needed from the County (see 'running' actions list described below), and projections of future work. The monthly progress reports will be transmitted to the County contract administrator by approximately the tenth of each month and will include a summary that County staff can use for updating County management and elected officials.

In addition to monthly progress reports, the OWMP Consultant Team will prepare and maintain a 'running' actions list of OWMP Consultant Team, County Technical Advisory Committee, and others' responsibilities that are identified as meetings are held and work is produced. The actions list will be updated weekly and transmitted to the County's contract manager. To assist with document management and information dissemination, an OWMP team distribution list will also be prepared and maintained that tracks resource, communication, OWMP deliverable, and progress/budget status documents that are circulated to County staff and OWMP Consultant Team members.

- Sub-Consultant Administration

The OWMP Consultant Team will prepare, execute and track sub-consultant activities through sub-consulting agreements. Monthly billings and progress reports will be required from each sub-consultant. Regular team communications will be scheduled throughout the Project, and more frequently during sub-consultant preparation of key work products, to coordinate and monitor progress.

- Perform QA/QC Reviews

The QA/QC Team will perform quality assurance/quality control reviews of technical memos, technical reports, and major work products (i.e., Draft and Final OWMP, Draft and Final Mitigation Fee, Administrative and Public Draft CEQA documents). In addition, they will review and comment on the County Draft Option A Retention and Replacement Standards and Oak Tree Preservation Ordinance.

Task 1 Deliverables: Work Plan and Schedule
Monthly Progress, Schedule, and Budget Reports
Weekly 'Running' Actions List

Task 2 – County Staff Technical Advisory Committee Support

- Participate in Bi-monthly Meetings

The County Staff Technical Advisory Committee (TAC) will be composed of County Planning, Agriculture, UC Cooperative Extension, and Transportation department representatives and will meet twice a month on a schedule agreed upon in advance by the members of the Committee. The OWMP Consultant Team Project Manager will attend all meetings and certain technical members of the OWMP Consultant Team will participate in selected meetings to discuss technical approach, analyses, and results of the OWMP and related economic analyses.

Figure 3 shows the anticipated steps for County and County Staff TAC review of major draft and final deliverables. As noted in the figure, certain draft deliverables will also be presented at the public workshops that will be held concurrently with Planning Commission and joint meetings of the Planning/Agricultural commissions.

- Prepare Meeting Agendas and Minutes

The OWMP Consultant Team Project Manager will consult with the County contract manager and prepare and distribute agendas to the County Staff TAC prior to each meeting, and then prepare and distribute summary minutes to the Committee members subsequent to each meeting.

Task 2 Deliverables: Technical Advisory Committee Meeting Agendas and Minutes

Task 3 – OWMP Grant

- Prepare and Process WCB Grant Application

Funding assistance for preparing and implementing the OWMP is available from the 2001 State Oak Woodlands Conservation Act administered by the Wildlife Conservation Board. The OWMP Consultant Team will assist the County in applying for a grant pursuant to the Oak Woodlands Conservation Act to prepare the oak protection ordinance and oak woodland management plan.

Task 3 Deliverable: WCB grant application for partial funding of OWMP preparation

Task 4 – OWMP Preparation Including Policy 7.4.4.5

The OWMP will be prepared consistent with Senate Bill 1334, Kuehl (2001 Oak Woodlands Conservation Act), which led to the California Oak Woodlands Conservation Law (PRC 21083.4), and will be consistent with, and serve to implement, El Dorado County General Plan Policies 7.4.4.4, 7.4.4.5, and 7.4.2.8. The OWMP will address the need to provide for reasonable use while conserving and restoring oak woodlands, maintaining connectivity, and minimizing fragmentation.

As the mapping, technical criteria, analyses and OWMP are developed, an emphasis will be placed on the five important habitats identified in Policy 7.4.2.8: 1) habitats that support special status species, 2) aquatic environments that include streams, rivers, and lakes, 3) wetland and riparian habitats, 4) important habitat for migratory deer herds, and 5) large expanses of native vegetation.

The OWMP will also address input from: the County Staff Technical Advisory Committee; the public and agency comments that will be received during the Planning Commission and joint Planning/Agricultural commissions meetings; and, INRMP public and agency involvement processes.

Data and literature sources for the OWMP mapping, oak woodlands criteria, site assessment methodology, alternative mitigation and restoration strategies, and maintenance and monitoring will include the Integrated Hardwood Range Management Program publications, UC Cooperative Extension guidelines, El Dorado County soil survey, "Guidelines for Developing and Evaluating Tree Ordinances" (from the phytosphere website), and the Range Management Advisory Committee's "Oak Woodland Policy Recommendations".

- Mapping and Database Management

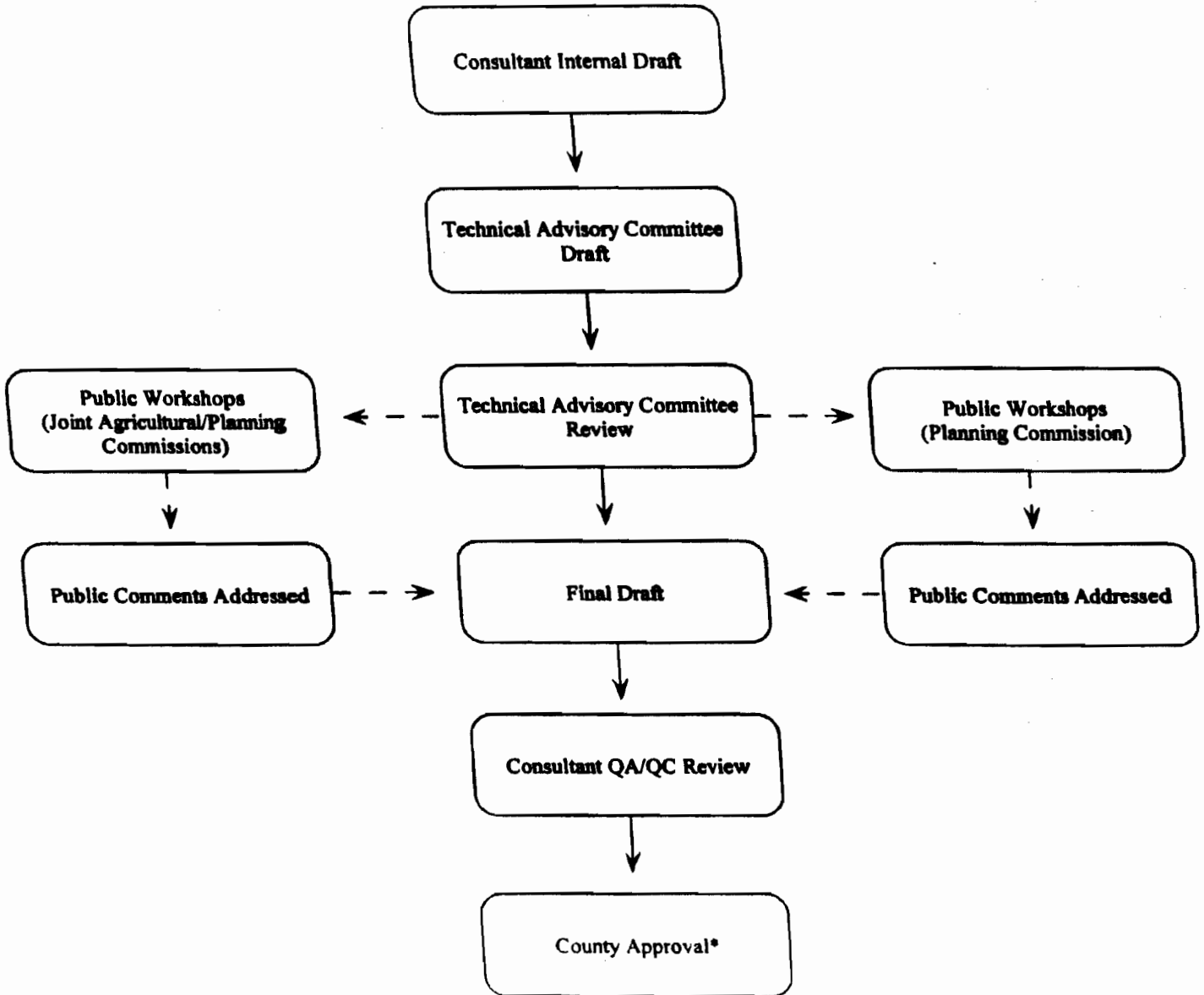
The first draft of the OWMP will be based on 2002 Fire Resource and Assessment Program (FRAP) data for El Dorado County. The FRAP data is currently being updated for 2005, but the completion date is uncertain; once the 2005 FRAP data is completed, the County will evaluate the best approach for updating the OWMP. An optional task is presented in this scope of services for integrating the 2005 FRAP data into the OWMP if the data/mapping become available during the OWMP Consultant Team's process and the County authorizes the additional work.

Using the FRAP, County, and other GIS data, the OWMP Consultant Team will develop a distinct database to produce maps for the OWMP, technical memos and reports, and public workshops as needed. The OWMP Consultant Team, in consultation with a County mapping advisory group, will assess whether any additional GIS overlays or other relevant mapping data need to be obtained or developed.

GIS layers that could help evaluate fragmentation and other important oak woodland characteristics include land use and ownership designations, wildlife corridors, water bodies, special status species habitats and other important biological resources, wetland and riparian habitat, migratory deer herds, and soils. Additional GIS data layers to be considered include the El Dorado Irrigation District existing and projected sphere of influence and the County's existing and potential agricultural districts.

Figure 3

Oak Woodland Management Plan Major Work Products Review Process



*County approval may require several steps including staff, management, and Agricultural/Planning commission Board of Supervisors review. Four Planning Commission and two joint Agricultural/Planning commissions public workshops are planned.

- **Technical Report on Classification Criteria and Categories of Oak Woodland Habitats**

Under this task, the OWMP Consultant Team will prepare a technical report summarizing proposed classification criteria and categories of oak woodland habitat in El Dorado County. The technical report will compare County General Plan Policies 7.4.4.4, 7.4.4.5, and 7.4.2.8 with the classification criteria and oak woodland habitat categories to ensure that the OWMP implements the General Plan policies. Other relevant policies or guidelines from the County General Plan and other sources, e.g., PRC 21083.4, will also be considered. The focus will be to determine which oak woodlands would best serve to address the policies and goals of the General Plan (including Policy 7.4.2.8).

This task addresses the need to develop classification criteria for oak woodland habitats, formulate oak woodland habitat categories, and assign importance rankings to the categories during the early development of the OWMP. Each item is discussed more thoroughly in the following sections. Mitigation strategies developed under the “Policy 7.4.4.4 Option B Guidelines, Implementing Ordinance, Funding Mechanism, and Fee Study Preparation” task will incorporate elements of this task.

Develop and Prioritize Proposed Oak Woodland Classification Criteria

Numerous databases and references are available that provide information needed to develop oak woodland classification criteria. Existing data sources include published and unpublished data and reports as well as websites maintained by state, federal, and private entities. An example of a public website that provides data or links to other sites is the Integrated Hardwood Range Management Program. Unpublished reports prepared for the County include the 1998 “Oak Woodland Assets and Guidelines for El Dorado County”. Proposed classification criteria will be developed based on the best available information and then prioritized by category (e.g., high, moderate, and low priority).

Categorize and Quantify Oak Woodland Habitats and Assign Importance Rankings

As described above, the first draft of the OWMP will be based on 2002 Fire Resource and Assessment Program (FRAP) data for El Dorado County. The FRAP data is currently being updated for 2005, but the completion date is uncertain; once the 2005 FRAP data is completed, the County will evaluate the best approach for updating the OWMP. An optional task is presented in this scope of services for integrating the 2005 FRAP data into the OWMP if the data/mapping become available during the OWMP Consultant Team’s process and the County authorizes the additional work.

The existing data will be reviewed to determine the most appropriate categories of oak woodland habitats (e.g., Blue oak woodland, 30-60% canopy cover) to use in mapping the habitats for El Dorado County. The defining attributes of each category of oak woodland habitat will be described. These descriptions are necessary for future development application or oak tree removal sites to be placed in the appropriate category. Once the proposed categories are formulated, the amount of oak woodland habitat in each category will be quantified. An importance ranking will be assigned based upon the acreage and attributes of each category within the County. The effort described above will largely be a GIS task using existing data as much as possible. Given the shortened timeline for completion of the OWMP, aerial photography interpretation and field verification will not be included in the effort.

Final Oak Woodland Classification Criteria and Oak Woodland Habitat Categories

Input received from the County based on the Technical Report on Classification Criteria and Oak Woodland Habitat Categories and from the public and County following the early public workshops will be summarized and evaluated. The first goal of this task is to refine the proposed classification criteria and the priority rankings (e.g., high, moderate, and low) that will be assigned to each category. The second goal of this task is to refine the oak woodland habitat categories, quantify oak woodland habitat in the County by each category, and assign importance rankings. A proposed Final Oak Woodland Habitat Categories and Classification Criteria report will be prepared. Subsequent to consulting with County staff, the final oak woodland habitat categories and classification criteria will be incorporated into the Draft OWMP.

The classification criteria piece of this task contributes to the formulation of alternative mitigation and fee assessment strategies and to the draft checklist of oak woodland habitat attributes that will be the Site Assessment Form. The oak woodland habitat importance rankings would be applied to Mitigation Option B under Policy 7.4.4.4.

- Prepare OWMP

The OWMP Consultant Team will develop components of the Draft OWMP concurrently with the classification criteria, oak woodland habitat categories, and mitigation fee study. Input from the public, other stakeholders, and the County Staff Technical Advisory Committee based on technical memos, technical reports, and public workshops will be identified and addressed in the Draft OWMP. Option A and the Oak Tree Preservation Ordinance, which the County will complete with input from the OWMP Consultant Team, will be included in Appendices within the OWMP.

The OWMP will address the following:

- Mitigation standards outlined in Policy 7.4.4.4;
- Thresholds of significance for the loss of oak woodlands;
- Potentially conflicting County policies such as Fire Safe Plans;
- Requirements for tree surveys and mitigation plans for discretionary projects;
- Replanting and replacement standards;
- Heritage/landmark tree protection standards; and
- An Oak Tree Preservation Ordinance as outlined in Policies 7.4.5.1 and 7.4.5.2. (developed by County staff with input from OWMP Consultant Team)

The proposed outline for the Draft OWMP, which is based largely on requirements of the 2001 Oak Woodlands Conservation Act, is as follows:

- I. Purpose and Objectives of the OWMP
 - A. Purpose – Comply with 2004 County General Plan Requirements
 - B. Objectives
 1. Fulfill General Plan Policy 7.4.4.4 and Measure CO-P
 2. Fulfill Requirements of California Oak Woodlands Conservation Act
 3. Provide Guidance to Landowners, Developers, and County Planners
 4. Qualify for Funding from Wildlife Conservation Board
- II. Conservation Goals of the OWMP

- III. Natural Resource Values of Oak Woodland Habitats
 - A. Grazing
 - B. Wildlife
 - C. Special-status Species
 - D. Recreation
 - E. Effects on Habitat from Loss of Oak Woodland Habitats
- IV. Economic Value of Oak Woodland Habitats
 - A. Land Values
 - B. Harvesting of Oak Trees
- V. Oak Woodland Habitats in El Dorado County
 - A. Types of Oak Species in County
 - B. Oak Communities in County
- VI. County Participation in Oak Woodland Habitats Conservation Program
 - A. Support for Private Landowner Participation in the OWCP
 - B. Support for Landowners
 - C. Education and Outreach
- VII. Best Management Practices for Oak Woodland Habitats
- VIII. Mitigation for Loss of Oak Woodland Habitats
- IX. Guidelines for Maintenance, Restoration, and Rehabilitation of Oak Woodlands
- X. Monitoring and Reporting
- XI. Integration with INRMP

APPENDICES

- Appendix A Option A – Tree Canopy Retention and Replacement Standards
- Appendix B Option B – Mitigation Fee
- Appendix C Oak Tree Preservation Ordinance

The draft and final OWMP will be prepared concurrently with the Option B Guidelines, ordinance, funding mechanism, and fee method studies. The draft and final OWMP will be closely coordinated with the CEQA Initial Study and General Plan consistency evaluations. The relative timing of these activities will be scheduled during the OWMP Consultant Team's preparation of the detailed work plan and schedule.

The OWMP Consultant Team and County Staff Technical Advisory Committee will review comments received following the public workshop and review period on the Draft OWMP. Substantive and non-substantive comments will be compiled and indexed for consideration by the appropriate technical specialists. Substantive comments will be further evaluated and discussed with County staff to determine treatment and disposition of the comments. A summary matrix will be prepared that identifies the locations in the OWMP where the eight core requirements of the INRMP are addressed.

The OWMP Consultant Team will also work with County staff to identify necessary modifications to the OWMP, and assess whether new, significant issues or information should be brought to the attention of County management, the Planning/Agricultural commissions, or others. Thereafter, the Final OWMP will be prepared, presented to the Planning/Agricultural commissions for consideration, and then submitted with other (e.g., Option B fee method) General Plan OWMP elements for County Board of Supervisors approval.

- **Oak Tree/Woodland Mitigation Programs**

Several counties have developed tree mitigation programs. Programs will be reviewed by the OWMP Consultant Team for relevant information and for consideration in developing mitigation fees as described under "Policy 7.4.4.4 Option B Guidelines, Implementing Ordinance, Funding Mechanism, and Fee Study Preparation". Examples of three existing programs that will be evaluated for El Dorado County are listed below:

- Placer County Native Tree Mitigation Policy Report
- Santa Barbara County Oak Woodland Inventory and Monitoring Program
- San Luis Obispo Oak Woodlands Management Plan

On-site and off-site mitigation options will be identified and evaluated. Mitigation banking alternatives through governmental and non-governmental organizations will also be identified and evaluated. Literature reviews of and inquiries into existing programs will be included in the OWMP Consultant Team's evaluation. The OWMP Consultant Team will investigate establishing a native tree nursery by a public or non-governmental organization. Such a nursery could provide local ecotypes of oak trees and acorns specific to El Dorado County's west slope.

The most feasible mitigation banking options will be identified considering cost, administration, past success in similar settings, and other program management criteria. Mitigation banking programs that focus on public ownership, oak woodland values applicable to El Dorado County (e.g., connectivity and large expanses of native vegetation) meet high priority objectives.

Possible designs, elements, and management of conservation easements will be addressed in the OWMP, including conditions for short-term and long-term retention of oak woodland values. The potential use and reported success of existing programs will be reviewed including The Williamson Act. Other public tax credit, non-governmental organization, and individual landowner options will also be considered in the OWMP Consultant Team's evaluation of mitigation programs. During the mapping task, the OWMP Consultant Team will identify and recommend the highest priority areas for conservation and restoration activities.

- **Site Assessment Methodology and Form**

To assist biologists and other qualified individuals with future field assessments, the OWMP Consultant Team will prepare a site assessment methodology checklist. The checklist will include various oak woodland and related attributes to be evaluated. These attributes may include estimated cover of oak tree species, connectivity with adjacent woodlands and large expanses of native vegetation, presence of habitat for special-status plant or wildlife species, presence of associated plant communities, presence of permanent or intermittent water bodies, presence of wetland and riparian communities, and presence of wildlife corridors. The need for pre- and post-development site assessments will be evaluated relative to options for monitoring and reporting and also to adjust fee assessments over time based on achieved oak woodland values. A scoring system will be developed based on the number of selected oak woodland attributes present and their priority, that when tallied, will yield a score. This score would be used with other factors to determine fee assessments per Mitigation Option B under Policy 7.4.4.4.

- **Monitoring and Reporting Program**

The OWMP Consultant Team will develop a monitoring and reporting program designed to help ensure that mitigation obligations are being fulfilled and that mitigation is meeting the resource conservation goals of the OWMP and policies of the County. Options including self-reporting, governmental and non-governmental monitoring, reporting and database management will be evaluated. Guidelines and performance measures (for oak woodland mitigation) for the County-selected monitoring and reporting program will be outlined. Existing field and monitoring/reporting programs used for tree plantations (e.g., U. S. Forest Service) and restoration work will be considered. Funding for this program will be researched as described under the monitoring and management section of "Policy 7.4.4.4 Option B Guidelines, Implementing Ordinance, Funding Mechanism, and Fee Study Preparation".

- **Integration with Remainder of INRMP**

The County's approach is to prepare the OWMP, which is the initial component of the INRMP, consistently with General Plan Policies 7.4.4.4, 7.4.4.5, and 7.4.2.8 during the first six months of the INRMP process. The OWMP Consultant Team will work with the INRMP consultant team to help ensure that all requirements of Policy 7.4.2.8 (the INRMP) are being met in the OWMP. Public and agency input from the initial INRMP process will be considered as the OWMP is prepared. The OWMP Consultant Team's goal is to develop the OWMP as the initial element of the INRMP.

Task 4 Deliverables: Mapping Technical Memo
Technical Reports on Classification Criteria and Oak
Woodland Habitat Categories
Draft Oak Woodland Management Plan
Site Assessment Form
Matrix of OWMP Compliance with INRMP Policy Requirements
Final Oak Woodland Management Plan

Task 5 – Policy 7.4.4.4 Option B Guidelines, Implementing Ordinance, Funding Mechanism, and Fee Study Preparation

The flow chart in Figure 2 shows the proposed process to formulate the mitigation and fee assessment structure. Information that will be used to determine alternative mitigation and fee assessment strategies will include: environmental, economic, and implementation issues of each alternative mitigation and fee assessment strategy; costs of acquisition, restoration, and management of oak woodland; and evaluation of incentives such as grant funding, leasing of development rights, and reduced taxes. Potential grant funding options include the Wildlife Conservation Board and the Sierra Nevada Conservancy. Examples of tax incentives include state programs such as The Williamson Act and County tax code provisions for designated land uses. Administrative programs for fee collection, disbursement for program objectives, long-term program monitoring, management, and mitigation tracking will be investigated.

- Prepare Draft Option B Guidelines, Mitigation Fee, and Ordinance

Few jurisdictions have successfully developed and implemented a defensible mitigation fee for oak woodlands. The OWMP Consultant Team will work closely with County staff to identify the inputs and the formulas for calculating a fee that is intended to capture the full cost of mitigation. Options for reducing mitigation costs will be developed as part of the fee methodology to encourage development plans and practices that enhance on-site oak woodland habitat values. Pre- and post-development site assessments will be structured to allow for fee adjustments (refunds or additional fees) based on exceedance or non-attainment of oak woodland value targets.

Different mitigation options will be considered for different types of development. For example, developers could contribute lands with targeted oak woodland values to mitigation banks or pay into funds for conservation easements. Full mitigation would include costs associated with acquisition, restoration, and management of the habitat protection, plus the value of lost ecosystem services from the replacement of a mature oak tree or group of oaks with newly planted trees until maturity. We will also review the County's mitigation ratio of 2:1 and clarify the basis of how this ratio will apply to the mitigation. The following areas will be researched and reviewed in developing the oak woodland mitigation fee:

Develop cost estimates for acquisition, restoration and management of habitat protection.

Acquisition - Research will be completed on current land acquisition costs, which can take the form of an outright purchase of land through fee title. Options to purchase include lease-purchase and leaseback agreements between the public agency and private landowner. Additional acquisition strategies include forming mitigation banks, land trusts, donations of land and other tax incentives for developer and landowner participation in habitat acquisition. The OWMP Consultant Team will review comparable sales data in the plan area (for example, from Pine Hill Preserve) as well as recent acquisitions such as in Solano, Placer, Nevada and Yolo counties that have been made regarding conservation land holdings.

Conservation Easements – One form of maintaining oak woodland values on private land is through the purchase of development rights or agricultural value. In these instances, the private landowner retains ownership and, depending on contract/easement provisions, agrees to manage the land to retain, restore, or enhance the oak woodland values for a defined period of time. An example of a compatible conservation easement on agricultural lands is the continuation of grazing activities with mutually agreeable stocking rates and season of use. Opportunities may exist on some lands for rehabilitation or restoration of oak woodland and other INRMP values. Temporary agreements for oak woodland mitigation will need to provide for replacement easement or comparable mitigation if the conservation easement expires.

Restoration – Completed restoration projects and research performed on this topic by others will be reviewed to develop cost estimates for a range of general oak woodland restoration activities. These include acquiring and planting trees or acorns, providing irrigation, providing acorn protection and providing other amendments to the land. We will review on-going programs in El Dorado County and also consult with entities that undertake restoration programs. The 1998 oak woodland guidelines for El Dorado County and INRMP guidelines will be reviewed for direction on restoration and planting standards.

Monitoring and Management – Endowments and other methods will be investigated for monitoring in perpetuity. An emphasis will be placed on initial monitoring to ensure success and achievement of targeted oak woodland values. The length and intensity of monitoring requirements will be

evaluated relative to the required fee. For certain mitigation program activities, self-monitoring and reporting may be appropriate as an option to help reduce fees. Penalties and provisions for non-compliance, false reporting, or inability to achieve targeted mitigation will also be addressed.

After defining success criteria, we will develop costs of monitoring and management based on the specified time frame. This might require cost estimates for two phases of monitoring: one to account for more aggressive monitoring during the early stages (e.g., first 7 years), and the second to account for long-term monitoring and/or tracking once the trees are established. We will use Property Analysis Record (PAR), Management Fund Analysis (MFA), or similar software to assist with documenting annual monitoring and management costs. Methods used for similar on-going monitoring programs in El Dorado County will also be reviewed.

Develop cost estimates that capture value of lost ecosystem services.

The primary purpose of the valuation would be to determine the value of lost ecosystem services (as newly planted trees reach maturity) when replacement methods are used. The tasks would include the following: a) Review the existing literature on the incorporation of valuation in determining mitigation fees. b) Identify relevant ecosystem services provided by oak woodland habitat in El Dorado County. These services could include livestock production and habitat for birds, mammals, amphibians, insects and plants. Other ecosystem services could include watershed, air quality, and water quality values. c) Identify zones of importance for relevant ecosystem services provided by oak woodlands, based on a rating of high, medium, and low. d) Conduct a literature review of relevant valuation studies for the ecosystem services provided in El Dorado County. e) Establish per acre values for the different zones of habitat importance, by type of ecosystem service.

Research relevant references and literature for the ecosystem services evaluation. They include:

- TSS Consultants. 2005. Assessment of the Efficacy of the California Bureau of Land Management Community Assistance and Hazardous Fuels Program. Report prepared for the California Bureau of Land Management.
- Wilson, M. and A. Troy, 2005. Accounting for Ecosystem Service Values in a Spatially Explicit Format: Value Transfer and Geographic Information Systems. Paper presented at the *International Workshop on Benefits Transfer and Valuation Databases*, Washington, DC.
- Boyd, J. and S. Banzhaf. 2006. What are Ecosystem Services? The Need for Standardized Environmental Accounting Units. Resources for the Future. Washington D.C.
- National Research Council. 2005. Valuing Ecosystem Services: Toward Better Environmental Decision-Making. Washington D.C.
- Other relevant local sources and documents to El Dorado County, some of which have been provided by County staff.
- Other OWMPs that include a valuation description component such as the San Luis Obispo Voluntary Oak Woodland Management Plan.

Develop Fee Units to be paid by new development.

A full range of variables for developing fee units will be considered. The costs generated from the above tasks might initially be expressed in various units, such as cost per acre, cost per acre by oak woodland category, cost per tree, or a combination of these. For small units, at least two mitigation fee units will be investigated – one as a fee per tree and the second as a fee per inch of diameter measured at breast height (dbh). The fee per tree would account for the acquisition, restoration and monitoring costs, while the fee per inch dbh would account for the value of lost ecosystem services. For larger units, broader landscape values including the five important INRMP habitats and the oak woodland values established through the OWMP process will be primary considerations. In some situations, a combination or hybrid of tree and woodland valuations may be appropriate.

Clarify County Mitigation Ratio Policy

As compensation for impact from habitat loss and fragmentation of oak woodlands from development, the County policy is to establish mitigation at the ratio of 2:1 based on the total woodland acreage onsite directly impacted by habitat loss and indirectly impacted by habitat fragmentation. The OWMP Consultant Team will work with the County to clarify how this ratio applies in the context of conservation funding. This review will be significant and will influence the structure and implementation of the fee program.

Assist in developing staff reports and ordinances.

The OWMP Consultant Team will work with the County staff and TAC to develop the necessary staff reports and ordinances to implement the mitigation fee programs. Information for these documents will be drawn from the technical mitigation fee report and accompanying tables. County staff anticipates that this will be an iterative process as the OWMP and fee methodologies are refined.

- Prepare Final Guidelines, Mitigation Fee, and Ordinance

Input from County staff, Planning and Agricultural commissions, and the public will be incorporated into the Final Guidelines, Mitigation Fee, and Ordinance.

Task 5 Deliverables: Preliminary Alternative Mitigation & Fee Method Strategies Memo including:

- Average costs for mitigation strategies expressed in a standard unit or combination of units.
- Description of an endowment fund that accounts for average monitoring and management costs.
- Per acre values for zones of importance.
- Average cost estimates for land acquisition strategies

Mitigation Fee Methodology

Technical Mitigation Fee Report

Memo clarifying mitigation ratio and its applicability to the fee program.

Resolutions/Ordinances

Task 6 – Policy 7.4.4.4 Option A and Policy 7.4.5.2 Oak Tree Preservation Ordinance Support to County

- Review and Provide Comments on County Draft Guidelines and Ordinance

The OWMP Consultant Team will review and provide comments on the Draft Option A, tree canopy cover retention standards, and Draft Oak Tree Preservation Ordinance that County staff are developing. The phytosphere website “Guidelines for Developing and Evaluating Tree Ordinances” will be reviewed as the County develops its guidelines and ordinance.

- Integrate County Option A Guidelines and Ordinance into OWMP

Option A will be included in Appendix A of the OWMP and the Oak Tree Preservation Ordinance in Appendix C. Text from Option A and the Ordinance will be integrated into the body of the OWMP as appropriate.

Task 7 – CEQA Documentation, General Plan Consistency Evaluation, and Public Involvement Support

- Planning/Agricultural Commissions Public Workshops/Outreach

Item G of Policy 7.4.2.8 of the Conservation and Open Space Element of the El Dorado County General Plan requires public participation and informal consultations with local, state, and federal agencies during preparation of the INRMP, of which the OWMP is the first component. CEQA also requires public review and participation in the OWMP process.

To meet these requirements, four Planning Commission public workshops and two joint Planning/Agricultural commissions public workshops will be held during the development of the OWMP and related tasks. The purpose of these meetings is to present to and receive comments from the public, stakeholders, and the County on the proposed components of the OWMP as they are developed. In addition to the County Planning/Agricultural commissions’ meeting notices, public notification of the workshops will occur via e-mail and posting notices on the County website prior to each of the public workshops, and will identify the agenda, time, and date of the workshop. The OWMP Consultant Team will organize, prepare materials for, and attend the workshops to obtain input from the public. OWMP Consultant Team member participation in the workshops will be dependent on the focus of each workshop.

- Prepare Administrative Draft CEQA and General Plan Consistency Review

The OWMP Consultant Team will conduct a full environmental analysis of the proposed project in compliance with the California Environmental Quality Act (CEQA). Each element of the Draft OWMP will be analyzed specifically for potential impacts per CEQA requirements, for new or differing impacts relative to the 2004 General Plan EIR, and for consistency with the other elements and policies of the 2004 General Plan. The County’s General Plan oak woodland policies will also

be evaluated for consistency with the California Oak Woodlands Conservation Law (PRC 21083.4). For example, questions have been raised regarding the consistency of Option A with state law.

The OWMP Consultant Team will prepare an Initial Study (IS) for the proposed project, which is anticipated to support a Negative Declaration (ND). The IS/ND will be tiered from the EIR analyses contained in the General Plan EIR and will include references to General Plan policies. The IS/ND will be prepared concurrent with the OWMP.

The OWMP Consultant Team will prepare five (5) copies of the administrative draft IS for El Dorado County to review. The OWMP Consultant Team will address and respond to one set of consolidated and internally consistent comments from the County.

This scope of work assumes that the OWMP will be consistent with the 2004 General Plan, will not result in changes to General Plan land use designations, and will not impose oak tree mitigation requirements substantially different than those identified in the General Plan (specifically Policy 7.4.4.4) and analyzed in the General Plan EIR. This scope of work also assumes that implementation of the OWMP will not result in the disturbance of land within the County beyond what was addressed in the General Plan EIR. This scope of work assumes that no technical reports (e.g., air quality, noise or traffic analyses) will be required to support the IS/ND. As noted above, it is also assumed that the project will not be subject to NEPA.

- Prepare Public Draft CEQA and General Plan Consistency Review

The IS/ND can be completed within approximately two weeks of County finalization of the draft OWMP. Upon completion of any edits/changes, the OWMP Consultant Team will produce up to forty (40) copies of the document for delivery to the State Clearinghouse and for County distribution for public review. The OWMP Consultant Team will prepare the Notice of Completion (NOC) for submittal to the State Clearinghouse concurrent with the IS/ND. The OWMP Consultant Team will also assist County staff with the preparation of a press release for circulation in the Mountain Democrat upon public release of the document. Upon completion of the 30-day public review period, the OWMP Consultant Team will prepare the Notice of Determination (NOD) for submittal to the SCH and County Clerk.

- Participate in Board of Supervisors Hearings

In addition to the six Planning/Agricultural commission workshops described above, the OWMP Consultant Team will attend up to two project hearings with the Board of Supervisors. Additional meetings and hearings can be attended on a time and materials basis.

Task 7 Deliverables: Administrative Draft IS
Public Draft IS/ND
Notice of Completion
Notice of Determination

Optional Task – Economic analysis

- Prepare Draft and Final Economic Analysis

This optional task, if requested by the County, would be developed in consultation with the County Staff TAC. Economic analysis of conservation funding would include assessing the resource amenity values of properties being considered for acquisition or easements, and how a change in intended use of these lands could affect local economic activity. The OWMP Consultant Team proposes to rely on the extensive valuation literature and benefit transfer procedures to evaluate candidate properties. The estimate of economic value can also be expressed as the community's "willingness to pay" for the resource being displaced or fragmented. For evaluating changes in local economic activity, one approach would be to estimate the relative economic impacts of alternative land uses based on relationships in existing regional impact models, such as the IMPLAN input-output model.

Potential economic impacts to commercial, industrial, agricultural, recreation and other uses will also be considered, as mitigation for development results in added costs to conduct business in the region. The OWMP Consultant Team will review the competitive effects of non-residential development by estimating the cost of "doing business" in the County from the standpoint of paying the necessary development fees. In addition, research on existing studies that review property values due to the presence of oak trees and their significance to the community as a landmark or because of size will also be conducted for the analysis. The economic effects of other counties' policies and fee programs will also be investigated, particularly for those counties that have directly or indirectly established oak woodland mitigation strategies.

Input from County staff, Planning and Agricultural commissions, and the public will be incorporated into the Final Economic Analysis.

Optional Task – OWMP Implementation Grant Assistance

- Prepare draft and final application(s) and assist County with processing

The OWMP Consultant Team will focus on grant funding opportunities that relate to oak woodlands and will determine the criteria and eligibility of the grants, including the submittal dates, funding amounts, and funding cycles. Upon completion of the OWMP, additional grants could be submitted to fund acquisition, restoration, or other aspects of the oak woodland program's implementation. The fund could be used for the following conservation programs:

- Grants for the purchase of oak woodland conservation easements
- Grants for land improvement
- Cost-sharing incentive payments to private landowners who enter into long-term conservation agreements that include management practices that benefit oak woodlands and promote the economic sustainability of farming and ranching operations
- Public education and outreach by local governmental entities, park and open-space districts, resource conservation districts, and non-profit organizations

OWMP Schedule

Attached is a revised schedule reflecting the above described scope of services over an accelerated 6-month schedule. This schedule will be further detailed and updated following the County's written notice to proceed.

OWMP Estimated Costs

Attached is the OWMP Consultant Team estimated costs for the above described scope and schedule of services.

Exhibit "B"

Oak Woodland Management Plan Budget

OWMIP Management Plan Budget

Tasks	Project Director \$148	Task Director \$158	Senior Associate \$116	Associate II \$8	Associate I \$78	GIS/Geophysics Analyst II \$96	Production/ Administration \$68	Administrative Assistant \$68	Total Hours	Subtotal Labor Cost	Direct Costs	Task Total Costs
Task 1 - Project Management												
Prepare detailed work plan and schedule	16	16	4	2	4	4	24	86	86	\$ 9,966		\$ 9,966
Technical Scope/ Kick-off Meeting	6	4	4	4	4	4	4	38	38	\$ 4,620		\$ 4,620
Prepare and maintain documents/ library								48	48	\$ 3,120	\$ 200	\$ 3,320
Prepare monthly progress, schedule, and budget reports	24	24	16	6	6	6	48	72	72	\$ 6,672	\$ 500	\$ 7,172
Perform QA/QC reviews	76	44	24	6	6	6	124	84	84	\$ 9,104		\$ 9,104
Subtotal Hours	\$10,360	\$6,512	\$3,008	\$780	\$1,000	\$780	\$8,080	\$0	\$0	\$33,512	\$700	\$34,212
Subtotal Costs												
Task 2 - County Staff Technical Advisory Committee Support												
Participate in bi-monthly meetings	24	18	6	6	6	6	6	67	67	\$ 11,681		\$ 11,681
Prepare meeting agendas and minutes	12											
Subtotal Hours	36	18	6	6	6	6	6	24	24	\$ 2,556	\$ 500	\$ 3,056
Subtotal Costs	\$8,328	\$2,664	\$1,128	\$1,128	\$1,128	\$780	\$660	\$0	\$0	\$14,217	\$660	\$14,877
Task 3 - OWMIP Grant Assistance												
Prepare/process WCB grant application	2	2	16	4	2	4	2	0	44	\$ 5,202	\$ 250	\$ 5,452
Subtotal Hours	2	2	16	4	2	4	2	0	44			
Subtotal Costs	\$296	\$2,000	\$2,000	\$0	\$3,226	\$0	\$390	\$0	\$0	\$8,202	\$ 250	\$ 8,452
Task 4 - OWMIP Preparation including Policy 7.4.4.8												
Mapping and database management	6	16	12	12	16	10	307	381	381	\$ 41,287	\$ 2,500	\$ 43,787
Technical report on evaluation criteria and categories of oak woodlands	8	30	6	16	2	20	12	142	142	\$ 15,804	\$ 3,000	\$ 18,804
Prepare draft OWMIP	20	70	4	32	4	20	20	272	272	\$ 31,760	\$ 6,000	\$ 37,760
Site assessment methodology and form	4	10		12	10	10	10	70	70	\$ 7,422		\$ 7,422
Monitoring and reporting program	12	20	6	2	20	10	10	88	88	\$ 10,286		\$ 10,286
Prepare final OWMIP	6	30	4	4	4	20	4	126	126	\$ 14,134	\$ 6,000	\$ 20,134
Subtotal Hours	60	176	28	68	12	80	307	42	1078			
Subtotal Costs	\$8,680	\$3,500	\$11,000	\$1,500	\$19,360	\$440	\$2,730	\$0	\$1,000	\$120,703	\$ 17,500	\$ 138,203

Oak Woodland Management Plan Budget (Continued)

Summary

Tasks	Project Director \$148	Task Director \$128	Senior Associate \$116	Associate II \$96	Associate I \$78	GIS/Graphics Analyst II \$108	Production/ Administration \$68	Administrative Assistant \$68	Total Hours	Subtask Labor Cost	Direct Costs	Task Total Costs					
Task 1 - Project Management	R. Lind \$10,360	J. Lurie \$6,512	J. Hunting \$3,000	R. Smart \$750	D. Wong \$1,000	T. Wagge \$750	S. Durham \$2,200	B. Ritchie \$680	C. Hughes \$0	K. Buis \$0	J. DeMartino \$0	M. Buchanan \$8,060	\$0	310	\$33,512	\$700	\$34,212
Task 2 - County Staff Technical Advisory Committee Support	\$5,328	\$2,064	\$1,125	\$1,125	\$750	\$750	\$680	\$680	\$0	\$0	\$0	\$780	\$0	111	\$14,217	\$500	\$14,717
Task 3 - OWMNP Grant and Other Funding Investigation Assistance	\$296	\$296	\$2,000	\$0	\$1,500	\$500	\$220	\$0	\$0	\$0	\$0	\$390	\$0	44	\$5,202	\$250	\$5,452
Task 4 - OWMNP Preparation Including Policy 7.4.4.5	\$8,880	\$28,048	\$3,500	\$11,000	\$1,500	\$1,500	\$19,360	\$440	\$5,780	\$6,750	\$32,235	\$2,730	\$1,000	1079	\$120,703	\$17,500	\$138,203
Task 5 - Policy 7.4.4.4 Option B Guidelines, Implementing Ordinance, Funding Mechanism, and Fee Study Preparation	\$2,368	\$2,368	\$1,250	\$1,500	\$23,000	\$10,000	\$1,320	\$0	\$720	\$450	\$0	\$1,040	\$0	380	\$44,016	\$0	\$44,016
Task 6 - Policy 7.4.4.4 Option A and Policy 7.4.5.2 Oak Tree Ordinance Support to County	\$582	\$1,184	\$500	\$1,000	\$500	\$500	\$880	\$0	\$0	\$0	\$0	\$260	\$0	44	\$5,416	\$0	\$5,416
Task 7 - CEQA Documentation, General Plan Consistency Evaluation, and Public Involvement Support	\$5,032	\$4,144	\$4,750	\$1,500	\$1,500	\$1,500	\$880	\$18,260	\$0	\$0	\$2,100	\$520	\$200	214	\$40,386	\$1,366	\$41,752
Total	\$32,896	\$43,216	\$16,128	\$16,878	\$30,128	\$18,500	\$25,820	\$20,240	\$6,480	\$7,200	\$34,336	\$13,780	\$1,200	\$2,182	\$283,462	\$20,349	\$303,811

Note: Hours and budget may vary by individual and by task, but total budget will not be exceeded without prior written authorization. Estimated costs based on September 6, 2008 Scope of Services.

Optional Tasks	12	8	4	4	50	54	4	6	10	160	19,610	1,000	\$20,610
Prepare draft and final economic analyses	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Prepare OWMNP implementation grant(s) memo	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Prepare/process grant application(s)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Note: The final scope, budget, and schedule for the optional tasks would be developed and submitted for approval by the Development Services Department prior to issuance of a written notice to proceed.

Contingency Tasks (15% of budget authorized for Tasks 1 through 7)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$42,570
	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Note: The contingency task budget is included to address additional tasks that may be identified during the preparation of the OWMNP. Task descriptions and schedules would be developed for Development Services Department approval and authorization. The need, scope, and timing of the contingency and optional tasks are uncertain at this time.

Exhibit "C"

Board of Supervisors Policy #D-1: Travel



**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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

POLICY:

1. General Policy

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



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

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

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

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- 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.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

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



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

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

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

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

4. Mode of Transport

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

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

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

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

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

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

b. Private Auto

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

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

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

c. Meals

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

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

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

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

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

Maximum Allowable Meal Reimbursement

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

d. Lodging

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

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

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

e. Other Expenses

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

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

6. Advance Payments



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

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

7. Compliance - Claimant Responsibility

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

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



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

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

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

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



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

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

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