

CONTRACT ROUTING SHEET

Date Prepared: 7/2/07

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
 Dept. Contact: Dustin Bailey
 Phone #: 5833
 Department
 Head Signature: Bonnie H. Rich
 Bonnie H. Rich

CONTRACTOR:

Name: Pacific Municipal Consultants
 Address: 10461 Old Placerville Rd Ste110
Sacramento, CA 95827
 Phone: 916-361-8384

CONTRACTING DEPARTMENT: Development Services

Service Requested: Environmental Impact Assessment Services "As Requested"
 Contract Term: One year Contract Value: \$0.00
 Compliance with Human Resources requirements? Yes: _____ No: 45
 Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: [Signature] Disapproved: _____ Date: 9/27/07 By: Lesley Gomes
 Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT

DATE: 07/02/07
 ATTORNEY: Lesley Gomes
 DEPT. INDEX NO.: 1200
 BY: [Signature]

Approval conditioned on use of revised version of Agreement prepared by Lesley Gomes (see attached email + copy of revised Agreement) - Revised version used

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: cond. Disapproved: _____ Date: 9/27/07 By: [Signature]
 Approved: _____ Disapproved: _____ Date: _____ By: _____

Approval conditional on receipt of updated/current insurance certificate. Certificate secured

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

AGREEMENT FOR SERVICES # 114-S0811

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 Pacific Municipal Consultants, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 10461 Old Placerville Road, Suite 110, Sacramento, CA 95827 (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to assist the Development Services Department in providing environmental impact assessment services relating to the General Plan Amendment A06-0002, Floor Area Ratios and Mixed Use Development on an "as requested" basis in accordance with Agreement for Services #DSP-06-02 (#343-S0711), dated July 18, 2006 ("Original Agreement"); and

WHEREAS, the Original Agreement expired pursuant to its one-year term on or about July 17, 2007; and

WHEREAS, after the Original Agreement expired, Consultant continued to perform services under the Original Agreement at the request of County; and

WHEREAS, the County has determined that it continues to need the environmental impact assessment services provided by Consultant under the Original Agreement;

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 such services provided by Contractor are in the public's best interest, and 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

Incorporation of the Original Agreement: All provisions, exhibits and attachments of the Original Agreement, with the exception of Article II relating to term, are incorporated herein and made by reference a part hereof and given full force and effect.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on June 30, 2008.

ARTICLE III

Compensation for Services Performed after July 17, 2007 and Prior to the Effective Date of This Agreement: County agrees to compensate Consultant for services performed after July 17, 2007 and prior to the effective date of this Agreement on the condition that such services were performed as requested in accordance with the Original Agreement, and further that the services performed during this period and tendered to County conform to all the requirements of the Original Agreement.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Peter N. Maurer Dated: 15 Oct. 2007
Peter N. Maurer
Principle Planner
Development Services Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Gregory L. Fuz Dated: 10-15-07
Gregory L. Fuz
Director
Development Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- 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: _____

PACIFIC MUNICIPAL CONSULTANTS, INC.
A CALIFORNIA CORPORATION

By: _____

Philip O. Carter
President
"Consultant"

By: _____

Corporate Secretary

Dated: _____

COPY

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PACIFIC MUNICIPAL CONSULTANTS, INC.
Providing As-Needed Environmental Impact Assessment Services
for El Dorado County

AGREEMENT FOR SERVICES # DSP-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 Pacific Municipal Consultants, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 10461 Old Placerville Road, Suite 110, Sacramento, CA 95827 (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a consultant to assist the Development Services Department in providing critical environmental impact assessment services as they relate to the General Plan Amendment A06-0002, Floor Area Ratios and Mixed Use Development; 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 state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and 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/Project Schedule: Consultant agrees to furnish personnel and services necessary to prepare a supplemental Environmental Impact Report to the General Plan Environmental Impact Report as required for General Plan Amendment A06-0002, Floor Area Ratios and Mixed Use Development. Such services will include but not be limited to the preparation of the document and all necessary studies contained therein (e.g., Land Use and Housing, Agriculture and Forestry, Visual Resources, Traffic and Circulation, Water Resources, Utilities and Public Services, Noise, Air Quality, Hazards [Naturally Occurring Asbestos], Lake Tahoe Basin).

fw

Services shall include, but not be limited to, those tasks as identified in Exhibit "A", marked "Scope of Work", Exhibit "A-1" marked Scope of Work – Transportation Impact Study Proposal, Exhibit "A-2" marked Scope of Work – Air Quality and Noise Impact Analyses and to be completed in accordance with Exhibit "B", marked "Schedule of Rates and Charges" incorporated herein and made by reference a part hereof.

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 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", "Schedule of Rates and Charges", incorporated herein and made by reference a part hereof.

Travel and/or mileage expenses, if applicable, shall be paid in accordance with County's Travel Policy (No. D-1), Sections 4 and 5, attached hereto as Exhibit "C", marked "Board of Supervisors Policy", incorporated herein and made by reference a part hereof.

The total amount of the Agreement shall not exceed \$217,065, 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. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process of the project.

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 subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

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

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that 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:

To County:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES
2850 FAIRLANE COURT
PLACERVILLE, CA 95667

ATTN: Gregory L. Fuz
Director of Development Services

With a Copy to:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES
2850 FAIRLANE COURT
PLACERVILLE, CA 95667

ATTN: Marianne Oliphant
Deputy Director –Administration

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

PACIFIC MUNICIPAL CONSULTANTS, INC.
10461 OLD PLACERVILLE ROAD, SUITE 110
SACRAMENTO, CA 95827
ATTN: PHILIP O. CARTER

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, subcontractor(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 68-0348252.

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 Greg Fuz, Director of Development Services, 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 DEPARTMENT CONCURRENCE:

By:  Dated: 6-29-06
Gregory L. Fuz
Director
Development Services Department

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

-- COUNTY OF EL DORADO --

Dated: July 18, 2006

By: James R. Sweeney
James R. Sweeney, Chair
Board of Supervisors "County"

ATTEST: Cindy Keck
Cindy Keck
Clerk of the Board of Supervisors

-- CONSULTANT --

Pacific Municipal Consultants, Inc.

Dated: 7-5-06

By: Philip O. Carter
Philip O. Carter, President
"Consultant"

By: Jennifer LeBoeuf
Jennifer LeBoeuf, Corporate Secretary

Exhibit "A"
Scope of Work

PROJECT UNDERSTANDING

PMC understands that on April 11, 2006 the Board of Supervisors adopted a Resolution of Intention to Amend the General Plan with regard to Floor Area Ratios and Mixed Use Development. The Resolution of Intention proposes that the County examine revised Floor Area Ratios (FARs) of 0.85 for Commercial and Industrial land use designations and 0.50 for Research and Development designations, and permanent elimination of the FAR applicable to Agricultural Lands. It also includes a proposal for a new Mixed-Use Development (MUD) designation (and related policies) to implement "Smart Growth" principles. The MUD land use designation would include a FAR of 1.00, allow residential density from 10 to 24 dwelling units per acre, and provide for a density bonus to encourage affordable housing. The Resolution further proposes to examine eliminating or modifying the specific restrictions applicable to the El Dorado Hills Business Park limiting the FAR to 0.30. In addition, in order to maintain internal General Plan consistency, amendments to Policies 2.1.1.3, 2.2.1.1, Table 2-1, Policies 2.2.1.2, 2.2.1.3, Table 2-2, Policy 2.2.1.5, Table 2-3 and Table 2-4, and Implementation Measure LU-A, and, a new Objective 2.5.3, Mixed-Use Development with implementing policies are proposed.

Based on technical review already conducted by PMC, it has already been determined that the current General Plan year 2025 land use forecasts are still adequate for use in this Supplemental EIR and that much of the focus of this EIR will be on the increased impacts under buildout as a result of the proposed General Plan Amendments. Given that FAR were not a factor in allocating non-residential development in the current General Plan for year 2025, no re-consideration of non-residential allocation will be necessary.

PROJECT APPROACH

The Resolution of Intention establishes the initial project description for the proposed General Plan Amendment. PMC proposes that the scope of the EIR consider all of the environmental issues identified in the General Plan EIR that could be affected by the intensification of nonresidential uses resulting from the proposed increase in FARs as well as the establishment of the MUD designation in the General Plan and associated General Plan Land Use Map. Based on recent meetings with County staff, we understand that an alternative may be considered that incorporates the increase with FARs with the consideration of the MUD designation as an overlay in key areas of the County. However, we also understand that the FAR and MUD are considered separate projects to be addressed in one EIR document and that FAR may move forward of the consideration of the MUD.

The project description for the proposed General Plan Amendments are expected to be refined in order to conduct an adequate environmental analysis in the EIR. Refinements and additional details are expected to include, but not limited to, the following:

- Definition of the baseline of the EIR analysis.

- Development of General Plan buildout projections under the proposed General Plan Amendments.
- Determination of the applicability of Senate Bill (SB) 610 regarding the need for a Water Supply Assessment.
- Assumed application of MUD designation to the General Plan Land Use Map.
- Development of project alternatives.
- Treatment of the Tahoe Basin.

SCOPE OF WORK

The following scope of work is proposed to complete the environmental review of the proposed General Plan Amendments. Based on review of the project and the El Dorado County General Plan EIR, we propose that this be prepared as a "Supplemental" EIR pursuant to State CEQA Guidelines Section 15163.

TASK 1 – PROJECT INITIATION AND ONGOING COORDINATION

PMC and technical subconsultants (economic, traffic, air/noise) will participate with key County staff in a technical assumptions definition kick-off meeting. It is critical that the key scope of work and modeling assumptions (base year, data sources, model scenarios, methodology, model output format for sharing between consultants, cumulative assumptions, alternatives to be analyzed, timing, Lake Tahoe basin, etc.) be discussed and agreed upon to avoid modeling efforts that are inconsistent or products that cannot be used for all technical analysis that must be performed. Further, the analysis approach must be consistent or at least compatible with the adopted/certified El Dorado County General Plan (GP) and EIR. The County will provide copies of requested data.

Throughout the initial data preparation and modeling effort, PMC will also conduct a limited number (three) technical coordination sessions that coincide with the delivery of the technical products that form the basis of other technical analysis (overall project assumptions, buildout projections, traffic study, air and noise analyses). Attendees at these sessions would be all subconsultants, and key PMC and County staff. The purpose of the sessions will be for the study preparer to present the key findings of their studies, deliver electronic and text copies of the reports, and answer questions.

Following the technical kick-off meeting, PMC will finalize the project description and scope of that will be utilized.

TASK 2 –NOTICE OF PREPARATION AND SCOPING MEETING

PMC has already participated in the scoping meeting (May 25, 2006) and will utilize comments received on the NOP to refine the scope of work for the EIR.

TASK 3 - PREPARE ADMINISTRATIVE DRAFT EIR (ADEIR)

The content of the EIR and the probable work tasks for the individual topic areas are described below. Topics may be added following preparation of the Initial Study and review of comments on the NOP. The focus of the analysis will be the changed conditions associated with proposed amendments to the General Plan, pursuant to the provisions of State CEQA Guidelines Section 15163 regarding "Supplemental" EIRs. Although the proposed General Plan Amendments would have the effect of increasing the FARs and the inclusion of the MUD designation, the GP EIR assumed the overall number of urbanized parcels would remain the same. The analysis of geologic, soils, water quality, drainage, hazardous materials, biology, cultural impacts is primarily concerned with the amount and location of land disturbance. The GP EIR assumed for purposes of analysis of these topics that the entire parcel would have the potential for ground disturbance. Thus, even though the development intensity would be increased as a result of the proposed policy amendments, no increase in the assumptions for land disturbance will result over the amount assumed in the GP EIR. For this reason, it is assumed that these topics will be scoped out of the EIR and is not included in this scope of work.

INTRODUCTION

This brief introductory section will discuss the legal authority for preparing the EIR under CEQA, will describe the County's environmental review process, provide an overview of the history of the GP and its EIR, and will describe the function of this EIR as a "Supplemental" EIR and the associated public review dates for this EIR. The introduction will also include a description of the environmental topics addressed in the EIR by section, as well as a brief summary of those issues that were scoped out through the NOP process.

EXECUTIVE SUMMARY

This section will include a brief summary description of the project, controversial issues, and the CEQA alternatives that were analyzed. The environmentally superior alternative will be identified. A clear and concise summary table comprises the bulk of the section that lists all of the potential impacts identified in the EIR by topic, along with the corresponding mitigation measures and the level of significance after mitigation.

BUILDOUT FORECASTS

PMC will work with the County in the development of buildout projections under the proposed General Plan Amendments. This would utilize the original buildout methodology utilized by EPS in 2002 and would be reported for the proposed FARs and the MUD (if adequate detail on this aspect of the project is provided). These estimates will be provided in a technical memorandum.

PROJECT DESCRIPTION

The description of the proposed project will begin with an overview of existing general plan policies and the historical impetus for the proposed General Plan Amendments. The description of the project will clarify the hierarchy of planning entitlements (i.e., GP Amendments, future entitlements including rezone, special permit, ministerial permit) and will be clear that while the FAR and MUD are being considered together in this EIR, they are separate projects. The project description will include a statement of project objectives, as required under CEQA. The narrative description will be accompanied by location maps.

ENVIRONMENTAL SETTING, IMPACTS AND MITIGATION MEASURES

This is the main section of the EIR, and will include separate sub-sections for each environmental topic, with the discussion for each topic formatted under the subheadings Environmental Setting, Regulatory Setting, Methodology, Impacts and Mitigation Measures, Cumulative Analysis. The general development assumptions used for analysis will be clearly identified in the introductory section. Topic-specific assumptions and methodologies will be addressed in each environmental section. The level of significance of each impact after application of mitigation will be identified. Thresholds of significance will be based on the policies and standards contained in the El Dorado County General Plan and EIR, and applicable adopted ordinances, as well as Appendix G of the State CEQA Guidelines. The topics to be evaluated in the EIR are described below:

Land Use and Housing

The application for amendment of the County's General Plan has the potential to have ramifications with regard to environmental consequences related to the change in land use. PMC will prepare a clear description of the existing and proposed General Plan policies. The land use analysis will compare and contrast the land use assumptions contained in the General Plan with the amendments. The General Plan development assumptions provide the basis for the regional traffic and air quality models, as well as the basis for projections of the type, location and amount of County services and utilities. The significance of the change in development type and intensity will be addressed generally in this section and specifically and quantitatively in the appropriate topical sections in the EIR. The significance of the change in generation rates identified in terms of the need for any new or upgraded facilities that in turn, may result in an environmental impact will be addressed. Also included in this section will be a consistency evaluation of any conflicts with the County General Plan policies and regulations adopted for the purpose of avoiding or mitigating an environmental impact.

Agriculture and Forestry

The permanent elimination of the FAR applicable to Agricultural Lands has the potential to impact agricultural lands and operations. Alternative uses, such as ranch marketing, winery, and visitor-serving activities with no FAR restrictions may increase the

potential for conflicts with adjacent or nearby agriculture uses, ranging from nuisance, littering, and trespass to traffic congestion. The lack of restrictions on the relative area that can be occupied by ranch marketing activities and accessory uses presents the possibility that substantial acreage of agricultural land could be removed from production. The EIR will analyze the potential conflicts to agricultural land that may arise as a result of the proposed General Plan amendment. The EIR will provide mitigation for any environmental impacts identified as significant.

Visual Resources

The chapter will address any adverse effects to scenic vistas, viewsheds, and the change in visual character that would result from the change in land use intensity. Mitigation measures would be proposed for any identified significant impacts.

Traffic and Circulation

PMC will contract with Fehr and Peers Associates to evaluate the traffic impacts associated with the proposed changes to the General Plan. Fehr and Peers Associates would specifically provide the following analysis. Optional tasks for quantitative impact analyses is provided in **Attachment A-1**.

- We understand that the proposed FAR and MUD changes to the General Plan will not result in any changes to the 2025 TAZ land use projections. As such, no direct changes would occur to the 2025 circulation diagram. Therefore, the impact analysis would focus on a qualitative evaluation of the potential effects of intensifying development associated with FAR and MUD changes. Included will be an analysis of the impacts to the El Dorado Hill Business Park. Since it would be speculative at this time to identify specific land use changes that could occur from the FAR and MUD changes, the impact analysis will be a programmatic assessment that acknowledges the potential for intensification and proposes mitigation that would eliminate or minimize potential transportation impacts by complying with the policies of the General Plan and project level CEQA clearance requirements.

A general plan buildout analysis will be conducted to evaluate changes in conditions from those reported in the 2004 El Dorado County General Plan EIR due to the FAR and MUD changes. The level of detail for the analysis will be comparable to that completed for the General Plan EIR. The 2004 General Plan model will be used to determine changes in roadway and freeway lane needs from the 2004 General Plan. The model will be adjusted to account for the increased land use intensities. The results will not include traffic volume forecasts.

Water Resources

The General Plan development assumptions provide the basis for the projections of the type, location and capacity of County water supply demands. Changes in the intensification of development would result in increased water demands beyond what was documented GP EIR. In addition, the proposed General Plan Amendments could trigger the requirements for a Water Supply Assessment under Senate Bill 610. Should it be determined that this project would require the preparation of a Water Supply Assessment, PMC will assist the County in making a formal request for a Water Supply Assessment to County water service providers (e.g., EID and EDCWA). The significance of the change in generation rates identified in terms of the need for any new or upgraded facilities that in turn, may result in an environmental impact will be addressed.

Utilities and Public Services

The General Plan development assumptions provide the basis for the projections of the type, location and capacity of County services and utilities. The significance of the change in development type and intensity to the need for public and utility services will be addressed specifically and quantitatively in this section of the EIR. The significance of the change in generation rates identified in terms of the need for any new or upgraded facilities that in turn, may result in an environmental impact will be addressed.

Noise

PMC will contract with Ambient to update the noise analysis. The noise study and all modeling outputs will be included in their entirety in the Appendices to the EIR.

The noise analysis will include a description of the existing noise environment, based on existing environmental documentation and onsite reconnaissance data. Existing major noise sources in the County will be described and associated noise levels summarized in the report, based on information to be derived from the County's General Plan and onsite reconnaissance data. As part of a site reconnaissance, AMBIENT Air Quality & Noise Consulting will conduct up to five short-term (i.e., 10-minute) noise measurements at the major noise sources identified in the General Plan to verify that measurements conducted for the County's 2004 General Plan DEIR are still representative of ambient noise conditions. Long-term noise measurements are not anticipated to be required. Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, will be described. Existing traffic noise levels, to be derived from the County's 2004 GP DEIR for Baseline (1999) conditions, will be summarized in the report, in tabular format.

The evaluation of long-term (i.e., operational) noise impacts will include major transportation and stationary noise sources that could potentially affect community residents. As part of this analysis, traffic noise levels along major transportation corridors will be calculated using the Federal Highway Administration's roadway noise prediction model. Modeling will be conducted for buildout conditions, based on traffic data to be

obtained from the traffic analysis prepared for this project. The analysis will consider the following scenarios:

- General Plan with increased FARs
- General Plan with mixed-use development (MUD) designation added
- General Plan with increased FARs plus the MUD designation added

The significance of noise impacts will be determined in comparison to applicable federal, state and local standards. Mitigation measures will be developed for significant and potentially significant noise impacts.

Air Quality

PMC will contract with Ambient to update the air quality analysis. The air study and all modeling outputs will be included in their entirety in the Appendices to the EIR.

Regional air quality and local air quality will be described. However, field monitoring of meteorology and pollutant emissions is not included. The local topographic effects on pollutant dispersal will be discussed. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.

The analysis of air quality impacts will be based on the El Dorado County Air Quality Management District's (EDCAQMD)-recommended methodologies for analysis of air quality impacts. Long-term (i.e., operational) increases in regional air pollutant emissions, including stationary and mobile source emissions, will be assessed for the proposed project scenarios. It is assumed that this will be limited to the following scenarios:

- General Plan with increased FARs
- General Plan with mixed-use development (MUD) designation added
- General Plan with increased FARs plus the MUD designation added

Regional emissions will be estimated based on vehicle trip-generation (if available from the traffic analysis prepared for this project), and emission data obtained from the CARB-approved EMFAC/BURDEN2002 and URBEMIS2002 computer programs. The project's contribution to cumulative regional air quality impacts will be qualitatively discussed, in comparison to emission inventories identified in regional air quality plans and growth projections developed as part of this project.

Potential increases in exposure of sensitive land uses to odorous and toxic air contaminants (TACs) within the County will be qualitatively discussed, based on existing environmental documentation to be obtained from the County's 2004 General Plan DEIR. Recommended criteria for the siting of sensitive receptors in the vicinity of toxic emission sources, including criteria identified in the California Air Resources Board's *Air Quality and Land Use Handbook: A Community Health Perspective* (April 2005) will be summarized and included in the report.

Local mobile-source carbon monoxide (CO) concentrations will be qualitatively assessed. However, no detailed modeling will be conducted, given the lack of intersection traffic volume data available for buildout conditions.

The significance of air quality impacts will be determined in comparison to EDCAQMD-recommended thresholds. EDCAQMD-recommended mitigation measures will be incorporated to reduce significant air quality impacts.

Hazards (Naturally Occurring Asbestos)

Naturally occurring asbestos issues was addressed in the previous GP EIR, which was based on the best available data at the time of release of the GP Draft EIR. Since preparation of the GP Draft EIR, there have been additional technical studies regarding naturally occurring asbestos in the County. We would update the previous GP EIR analysis to determine if any new impacts may occur associated with naturally occurring asbestos.

Lake Tahoe Basin

PMC will prepare a summary of the conclusions of the analysis contained in the GP EIR and will address the potential for exacerbation of impacts associated with increased population and commercial activity to traffic, air quality, etc.

CUMULATIVE IMPACTS

As required under the State CEQA Guidelines, the potential impacts of the project combined with the incremental effects of other approved, proposed and reasonably foreseeable projects in the vicinity will be addressed. The analysis will be based on discussion of past, present and probable future projects compared to the projections for development of the area from the adopted General Plan.

OTHER CEQA

These chapters will provide brief discussions of other topics specifically mandated by CEQA, as follows: Unavoidable Significant Impacts, Significant Irreversible Changes, and Growth-Inducing Impacts of the Proposed Project.

PROJECT ALTERNATIVES

PMC will work with the County to identify potential CEQA alternatives to the project that meet the basic objectives of the applicant while reducing environmental impacts. Each of the alternatives will be described in sufficient detail to provide a basis for the comparative impact evaluation. The analysis will be qualitative in nature. The analysis will compare the alternatives to the proposed project, and will identify the environmentally superior alternative, as required under CEQA.

In addition to the development of alternatives, PMC will assist County staff in the facilitation of stakeholder meetings and/or public workshops to present information and solicit input regarding the utilization of the MUD concept and potential merging of proposed FAR increases with MUD concept. As a result of this work, PMC will prepare a minimum of two options for incorporation of new mixed-use provisions in to the General Plan and subsequently the Zoning Code. This would likely to take the form of an alternative in the EIR.

Deliverables: 10 copies of the ADEIR, including the technical analyses associated with the land use forecasts, traffic analysis, and the air quality and noise analyses.

TASK 4 - PREPARE REVISED ADMINISTRATIVE DRAFT EIR

Upon receiving County staff comments and edits into the ADEIR, PMC staff shall prepare a Revised ADEIR that incorporates the edits in revision marks (underline and ~~strikeout~~) for re-review by County staff. Upon receiving any additional comments from County staff, PMC will prepare the Screen-Check Draft EIR for production.

Deliverables: 10 copies of the Revised ADEIR and 5 copies of the Screen-Check Draft EIR.

TASK 5 - PREPARE DRAFT EIR (DEIR) AND NOTICE OF COMPLETION (NOC)

A total of 50 copies of the DEIR will be produced and submitted, along with one (1) reproducible hard copy, and 20 copies on CD in PDF format. The 45-day public and agency review period will commence once the documents are submitted to the State Clearinghouse and made available for public review. PMC will also provide 15 copies of the DEIR on CD and 15 hard copies of the executive summary section of the DEIR to the State Clearinghouse on behalf of the County. It is assumed that the County will distribute the DEIR to local agencies and interested parties, and will prepare and file the required local notices.

PMC staff will also participate in any public meeting set to receive comments on the adequacy of the Draft EIR.

Deliverables: DEIR – 50 hard copies, 1 reproducible hard copy and 20 CD copies in PDF format to the County. 15 copies of the DEIR on CD and 15 hard copies of the executive summary section of the DEIR to the State Clearinghouse on behalf of the County.

TASK 6 - PREPARE ADMINISTRATIVE FINAL EIR (AFEIR)

At the conclusion of the 45-day review period, PMC will review the comment letters received and coordinate with County staff to discuss the appropriate responses. PMC will then prepare draft responses to comments, along with an EIR errata section containing text corrections and revisions based on new information received during

the public and agency review process. Upon completion, ten (10) Administrative Final EIRs will be submitted to the County staff for their review.

Because it is difficult to predict the volume of comments that will be submitted on the DEIR or the degree of controversy that the project will generate, the level of effort required to prepare responses to the comments cannot be estimated with accuracy. For purposes of this scope of work, a budget equivalent to approximately 179 hours of professional time has been allocated to the preparation of the FEIR. If currently unforeseen efforts are required beyond this allocation, additional budget may be required.

Deliverables: 10 copies of the Administrative FEIR.

TASK 7 - PREPARE FINAL EIR (FEIR)

Based on the comments received, final revisions to the EIR will be made. The Final EIR will include the summary of impacts and mitigations from the DEIR, the comment letters, responses to comments, and the errata section with text amendments. PMC has assumed the County can provide transcriptions of the public hearing(s) to accept comments on the Draft EIR and PMC will include the transcriptions in the response to comments in the Final EIR. PMC will provide 50 hard copies and 10 CD copies of the Final EIR to the County.

Deliverables: 50 hard copies and 20 CD copies in PDF format of the Final EIR.

TASK 8 - MITIGATION MONITORING AND REPORTING PROGRAM

As part of the EIR preparation effort, a comprehensive Mitigation Monitoring and Reporting Program (MMRP) will be prepared for the project pursuant to Section 21081.6 of the Public Resources Code. PMC will coordinate with the County in designing the monitoring and reporting program that will integrate into the General Plan.

TASK 9 - PROJECT MANAGEMENT AND MEETINGS

PMC will attend the following meetings and public hearings will be required during the course of the environmental review process:

- Project initiation meeting.
- Three (3) coordination meetings with County staff.
- Five (5) meetings (County staff and workshops) associated with the consideration of a mixed-use alternative
- Two (2) meetings to go over County staff comments on the ADEIR.
- One (1) public hearing to accept comments on the Draft EIR.

- One (1) meeting to go over County staff comments on the AFEIR.
- One (1) public hearing before the Planning Commission to consider recommendation on certification of the EIR and project approval.
- One (1) public hearing before the Board of Supervisors to consider certification of the EIR and project approval.

If attendance at additional meetings is required, additional budget may be required. In addition, this scope includes 100 hours of management time for review of pertinent documents and coordination of in-house staff and sub-consultants work, as well as coordination with the County.

TASK 10-CEQA FINDINGS OF FACT AND OVERRIDING CONSIDERATIONS

PMC will prepare the CEQA-required findings of fact and overriding considerations pursuant to State CEQA Guidelines Sections 15090, 15091 and 15093.

Deliverables: One (1) copy of the CEQA Findings of Fact and Statement of Overriding Considerations

SCHEDULE

The following is the proposed schedule for completion of the EIR and related tasks. Please note that this schedule is based upon assumptions regarding authorization to proceed on the project, extent of County staff review and other factors that will be refined as the project moves forward. The schedule may be reduced if review periods by County staff can be shortened.

EIR TASK SCHEDULE

PROJECT TASK	WEEKS	DATES
1) Project Initiation	2	Start - 7/19/06 End - 8/2/06
2) NOP (including 30-day review period)	N/A	N/A Complete
3) ADEIR Preparation - Buildout Forecasts (1.5 weeks) - Traffic Analysis (7 weeks after completion of Buildout Forecasts) - Air Quality and Noise Analyses (4 weeks after receipt of traffic data [though not complete traffic analysis report])	13	Start - 7/19/06 End - 10/20/06
4) Revised ADEIR - County review of ADEIR (3 weeks) - Edits (2 weeks) - County Review of Revised ADEIR (2 weeks)	7	Start - 10/20/06 End - 12/8/06
5) Draft EIR - Public review period (45 days)	6.5	Start - 12/15/06 End - 1/29/07
6) Administrative FEIR	4	Start - 1/29/07 End - 2/26/07

GP FAR AND MUD AMENDMENT EIR PROPOSAL

7) Final EIR - County review of AFEIR (3 weeks) - Edits (1 weeks)	4	Start - 2/26/07 End - 3/26/07
8) MMRP	N/A	Prepared at the same time as Final EIR.
9) Meetings	N/A	On-going.
10) Findings	N/A	Prepared at the same time as Final EIR.
Total	34.5 weeks	--

Assumptions Upon Which This Proposal is Based

The budget estimate is given as a "not to exceed" amount, subject to the notes and assumptions listed below. Some of these are items that are discussed in the foregoing scope of work. Any additional work required beyond the parameters described in the scope of work and/or the following budget notes may require additional budget.

- It is assumed that the proposed project will not change significantly once the preparation of the EIR has begun. Although some minor modifications to the project are expected, any project modification that would result in the need for re-analysis or revised technical studies may require additional budget and result in extension of the schedule.
- Subconsultant scope and fee estimate includes a reasonable level of revisions and responses to comments. The technical consultant under contract to PMC is expected to attend meetings or hearings on this project.
- Should additional technical analysis be required because of unknown existing conditions or inability to secure technical reports and plans from the County or applicant, additional budget may be required and schedule extensions may result.
- The scope assumes that all technical studies sited in the scope will be provided to PMC timely and will be adequate for CEQA purposes. In the event that the technical studies are not provided timely or are do not provide adequate information for CEQA purposes, PMC reserves the right to revisit the scope and contract to provide the necessary technical study.
- Two (2) rounds of revisions are assumed for the ADEIR and one (1) round of revisions is assumed for the AFEIR. Should additional rounds of review be requested, additional budget may be required. The budget assumes that any discrepancies between comments will be resolved by the County.
- A total of 177 hours of professional time has been budgeted for preparation of the Responses to Comments, and the Final EIR. This reflects the typical level of effort required based on PMC's past experience. If substantial additional efforts are needed due to an unexpectedly high volume of public comments or unusually complicated public comments requiring written responses, additional budget may be required.
- If through analysis performed for any additional topic areas beyond those specifically included in this scope for the EIR are identified as having potentially significant impacts that warrant their inclusion in the EIR analysis, PMC reserves the right to amend the scope and budget to conduct appropriate EIR-level analysis.

- This scope assumes that the County will have resolved any discrepancies between comments.

Exhibit "A-1"

Scope of Work – Transportation Impact Study Proposal

June 26, 2006

Mr. Pat Angell
PMC
10461 Old Placerville Road
Suite 110
Sacramento, CA 95827

Subject: *El Dorado County General Plan Amendment – Transportation Impact Study Proposal*

Dear Mr. Angell:

Fehr & Peers is pleased to submit this proposal to prepare the transportation impact analysis for an amendment to the El Dorado County General Plan that would increase the floor-area-ratio (FAR) for select land use uses and add a new mixed-use development (MUD) designation. Our preliminary scope of work and cost estimate is contained in Attachment A. Please note we have not reviewed our scope of work with County staff yet and expect that changes will be necessary.

We look forward to working with you on this project. Please call me if you have any questions.

Sincerely,

FEHR & PEERS ASSOCIATES, INC.

Ronald T. Milam, AICP
Principal

Jeff Clark, PE
Senior Associate

Attachments

P06-1669-RS

Pat

DRAFT

ATTACHMENT A-1

El Dorado County General Plan Amendment – Transportation Impact Study Preliminary Scope of Work and Cost Estimate

SCOPE OF WORK

Fehr & Peers will complete the following tasks for this project.

Task 1.0 – Transportation Impact Analysis

We understand that the proposed FAR and MUD changes to the General Plan will not result in any changes to the 2025 TAZ land use projections. As such, no direct changes would occur to the 2025 circulation diagram. Therefore, the impact analysis would focus on a qualitative evaluation of the potential effects of intensifying development associated with FAR and MUD changes. Included will be an analysis of the impacts to the El Dorado Hill Business Park. Since it would be speculative at this time to identify specific land use changes that could occur from the FAR and MUD changes, the impact analysis will be a programmatic assessment that acknowledges the potential for intensification and proposes mitigation that would eliminate or minimize potential transportation impacts by complying with the policies of the General Plan and project level CEQA clearance requirements.

A general plan buildout analysis will be conducted to evaluate changes in conditions from those reported in the 2004 El Dorado County General Plan EIR due to the FAR and MUD changes. The level of detail for the analysis will be comparable to that completed for the General Plan EIR. The 2004 General Plan model will be used to determine changes in roadway and freeway lane needs from the 2004 General Plan. The model will be adjusted to account for the increased land use intensities. The results will not include traffic volume forecasts.

Deliverable

We will prepare an administrative draft transportation impact chapter based on the format prescribed by PMC focused on the one programmatic impact outlined above. Up to 4 hours has been budgeted to respond to one set of written comments on the administrative draft and to prepare a public draft chapter. An additional 8 hours has been budgeted to respond to one set of written comments on the public draft.

Task 2.0 – Meetings

We will attend up to two project team meetings. Additional meetings or hearings will be attended on a time and materials basis.

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OPTIONAL TASKS

If the project description or project alternative identify specific changes to the 2025 TAZ land use forecasts for the 2004 General Plan, Fehr & Peers would conduct a quantitative transportation impact analysis.

Task O.1 Data Collection and Model Input

We will collect available transportation and land use data from El Dorado County for use in the transportation impact analysis. The minimum data needed for the transportation impact analysis is listed below. This data will be provided by El Dorado County or PMC.

- Projected incremental residential and non-residential land use growth forecast to occur between December 31, 1999 and January 1, 2025 by TAZ and in the variables used by the El Dorado County General Plan travel demand model for the proposed project scenarios. We assume this will be limited to four scenarios as identified below.
 - 2004 General Plan (no change)
 - 2004 General Plan with increased FARs
 - 2004 General Plan with mixed-use development (MUD) designation added
 - 2004 General Plan with increased FARs plus the MUD designation added
- Current plans related to existing and planned transit facilities and services, bicycle facilities, and pedestrian facilities.

All land use and traffic count data will be provided in Excel spreadsheet format. Fehr & Peers will provide the input land use spreadsheets and assist with potential "unit" conversions for non-residential land uses. For example, the County's data may only include building square footage where the model uses the number of employees. Where these differences occur, Fehr & Peers will provide input on appropriate conversion factors for employees to square feet of use.

We have also budgeted up to 16 hours to assist the project team in refining the FAR and MUD policy changes to the General Plan and identifying the appropriate MUD locations and development amounts. We have a unique institutional and project knowledge of potential consistency issues related to the General Plan policies and of potential constraints to MUD development such as existing development agreements, lawsuit settlement agreements, LOS problem locations, etc.

Task O.2 – Travel Demand Model Runs

We will conduct travel demand model runs for 2025 conditions based on the updated land use information from the County/PMC. The new model runs will include p.m. peak traffic volume forecasts and will be performed to identify potential deficiencies and needed roadway improvements for the following scenarios based on the 2004 General Plan LOS policies.

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- 2025 Conditions - 2004 General Plan with increased FARs
- 2025 Conditions - 2004 General Plan with mixed-use development (MUD) designation added
- 2025 Conditions - 2004 General Plan with increased FARs plus the MUD designation added

For each run, we will calculate the p.m. peak hour LOS for the selected segments of the County's major roadway system included in the circulation element using the RCAT post-processor. We will compare these results with the previous 1999 and 2025 results from the General Plan EIR. We will also develop a.m. and p.m. peak hour intersection turning movement forecasts for up to five intersections for each scenario to be used in the air quality analysis. Existing traffic counts to be used in the forecasts for these five locations shall be provided by the County.

Based on the LOS results, we will develop a preliminary list of impacts and recommended mitigation measures for review by County staff. After review, we will conduct one additional set of runs to finalize the roadway improvements and then generate final travel demand output for the impact analysis.

The final travel demand output will also include daily forecasts of vehicle trips, vehicle miles of travel (VMT), and vehicle hours of travel (VHT). If land use is provided for build out conditions, vehicle trip generation forecasts will also be included.

NOTE: The model has a 1999 base year. Ideally, the base year would be updated to 2005 or 2006 conditions and re-calibrated/validated to provide the highest level of CEQA defensibility and confidence in the forecasts. While this scope of work does not propose to re-calibrate/validate the model, the proposed scope could include the development of a 2005/6 scenario.

Task O.3 – Transportation Impact Analysis

We will analyze potential transportation impacts for the roadway, transit, bicycle, and pedestrian components of the transportation system consistent with the analysis performed for the 2004 General Plan EIR for the following project scenarios.

- 1999 (existing) Conditions (no change)
- 2025 Conditions - 2004 General Plan (no change)
- 2025 Conditions - 2004 General Plan with increased FARs
- 2025 Conditions - 2004 General Plan with mixed-use development (MUD) designation added
- 2025 Conditions - 2004 General Plan with increased FARs plus the MUD designation added

The roadway system impacts will be based on the LOS analysis results from Task 3.0. The transit, bicycle, and pedestrian impacts will be based on the potential physical effects of the proposed FAR and MUD policy changes to the General Plan. We will also identify potential inconsistencies between the FAR and MUD policies with the circulation element policies.

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The transportation impact analysis will also include a qualitative alternatives evaluation. This evaluation will provide a general comparison of the alternatives and indicate whether potential transportation impacts are likely to be similar, worse than, or better than the proposed project scenarios.

Deliverable

We will prepare an administrative draft transportation impact chapter based on the format prescribed by PMC. Up to 16 hours has been budgeted to respond to one set of written comments on the administrative draft and to prepare a public draft chapter. An additional 20 hours has been budgeted to respond to one set of written comments on the public draft.

Task O.4 – Meetings

We will attend up to five project team meetings. Additional meetings or hearings will be attended on a time and materials basis.

COST ESTIMATE

The table below details the Fehr & Peers cost estimate to prepare the scope of work described above.

Task	Staff Person				Hours	Total Cost	
	Principal	Assoc.	Engineer	Support			
1.0	8	36	40	8	92	\$13,280	
2.0		8		4	12	\$1,780	
						Labor Cost	\$15,060
						Other Direct Costs (travel, printing, computer, etc.)	\$1,054
						Total Cost	\$16,114
OPTIONAL TASKS AND COST							
O.1	6	16	32	4	58	\$8,030	
O.2	8	32	98	24	162	\$20,300	
O.3	20	52	48	56	176	\$23,700	
O.4		20		5	25	\$4,025	
						Labor Cost	\$56,055
						Other Direct Costs (travel, printing, computer, etc.)	\$3,924
						Total Optional Tasks Cost	\$59,979

Given the potential for additional work that cannot be anticipated at this time, we recommend that an additional \$10,000 be included in our budget as a contingency.

Exhibit "A-2"

Scope of Work – Air Quality and Noise Impact Analyses



1374 57TH Street
Sacramento, CA 95819
TEL/FAX: 916.456.7006
<http://www.ambient-consulting.com>

June 16, 2006

Mr. Patrick Angell
Pacific Municipal Consultants
10461 Old Placerville Road, Suite 110
Sacramento, CA 95827

RE: Proposed Scope of Work and Cost Estimate for Preparation of Air Quality and Noise Impact Analyses for the El Dorado County General Plan Amendment Environmental Impact Report

Dear Mr. Angell:

AMBIENT Air Quality & Noise Consulting respectfully submits the following proposed scope of work and cost estimate for preparing air quality and noise impact analyses for the El Dorado County General Plan Amendment Environmental Impact Report (EIR).

Proposed Scope of Work

Air Quality Impact Analysis

Regional air quality and local air quality in the vicinity of the project site will be described. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described, if needed. However, field monitoring of meteorology and pollutant emissions is not included. The local topographic effects on pollutant dispersal will be discussed. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.

The analysis of air quality impacts will be based on the El Dorado County Air Quality Management District's (EDCAQMD)-recommended methodologies for analysis of air quality impacts. Long-term (i.e., operational) increases in regional air pollutant emissions, including stationary and mobile source emissions, will be assessed for the proposed project scenarios. It is assumed that this will be limited to the following three scenarios:

- 2025 Conditions - 2004 General Plan with increased FARs
- 2025 Conditions - 2004 General Plan with mixed-use development (MUD) designation added
- 2025 Conditions - 2004 General Plan with increased FARs plus the MUD designation added

Regional emissions will be estimated based on vehicle trip-generation, to be obtained from the traffic analysis prepared for this project, and emission data obtained from the CARB-approved EMFAC/BURDEN2002 and URBEMIS2002 computer programs. The project's contribution to cumulative regional air quality impacts will be qualitatively discussed, in comparison to emission inventories identified in regional air quality plans and growth projections developed as part of this project.

Potential increases in exposure of sensitive land uses to odorous and toxic air contaminants (TACs) within the County will be qualitatively discussed, based on existing environmental documentation to be obtained from the County's 2004 General Plan DEIR. Recommended criteria for the siting of sensitive receptors in the vicinity of toxic emission sources, including criteria identified in the California Air Resources Board's *Air Quality and Land Use Handbook: A Community Health Perspective* (April 2005) will be summarized and included in the report.

Local mobile-source carbon monoxide (CO) concentrations will be assessed using the CARB-approved CALINE4 model for each of the above referenced scenarios. Local mobile source CO concentrations are typically quantified for congested areas (i.e., level of service [LOS] E or worse) with high background CO concentrations. Air quality conditions at signalized intersections will be modeled for p.m. peak-hour traffic for the existing and future cumulative scenarios for up to 5 intersections for each of the proposed scenarios. Modeled CO concentrations at sensitive receptors will be compared with state and federal 1- and 8-hour ambient air quality standards to determine impact significance.



1374 57TH Street
 Sacramento, CA 95819
 TEL/FAX: 916.456.7006
<http://www.ambient-consulting.com>

The significance of air quality impacts will be determined in comparison to EDCAQMD-recommended thresholds. EDCAQMD-recommended mitigation measures will be incorporated to reduce significant air quality impacts.

Noise Impact Analysis

The noise analysis will include a description of the existing noise environment, based on existing environmental documentation and onsite reconnaissance data. Existing major noise sources in the County will be described and associated noise levels summarized in the report, based on information to be derived from the County's General Plan and onsite reconnaissance data. As part of a site reconnaissance, AMBIENT Air Quality & Noise Consulting will conduct up to five short-term (i.e., 10-minute) noise measurements at the major noise sources identified in the General Plan to verify that measurements conducted for the County's 2004 General Plan DEIR are still representative of ambient noise conditions. Long-term noise measurements are not anticipated to be required, but can be added at a later date, if deemed necessary (see optional tasks below.) Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, will be described. Existing traffic noise levels, to be derived from the County's 2004 GP DEIR for Baseline (1999) conditions, will be summarized in the report, in tabular format.

The evaluation of long-term (i.e., operational) noise impacts will include major transportation and stationary noise sources that could potentially affect community residents. As part of this analysis, traffic noise levels along major transportation corridors will be calculated using the Federal Highway Administration's roadway noise prediction model. Modeling will be conducted for existing and future cumulative conditions, based on traffic data to be obtained from the traffic analysis prepared for this project. Distance to noise contours for modeled roadway segments will be summarized and presented in the report, in tabular format. Consistent with the traffic noise modeling conducted for the County's 2004 General Plan, up to 170 roadway segments will be modeled for each of the proposed project scenarios. It is assumed that this will be limited to the following project scenarios, consistent with those being evaluated in the traffic analysis to be prepared for this project:

- 2025 Conditions - 2004 General Plan with increased FARs
- 2025 Conditions - 2004 General Plan with mixed-use development (MUD) designation added
- 2025 Conditions - 2004 General Plan with increased FARs plus the MUD designation added

The significance of short-term and long-term noise impacts will be determined in comparison to applicable federal, state and local standards. Mitigation measures will be developed for significant and potentially significant noise impacts.

Cost Estimate

AMBIENT Air Quality & Noise Consulting will conduct the above-described scope of work for a total fee of \$37,170. Cost estimates for optional tasks have also been included. A break-down of estimated costs, based on the major tasks to be conducted, is summarized in the following table:

Task	Hours	Cost
Preparation of Air Quality Analysis	135	\$14,175
Preparation of Noise Analysis	159	\$16,695
Project Team Meetings	20	\$2,100
Responses to Comments on the ADEIR	20	\$2,100
Responses to Comments on the DEIR	20	\$2,100
	TOTAL	\$37,170

This scope of work and cost estimate includes preparation of analyses for inclusion in the draft EIR. Up to 20 hours has been budgeted to respond to one set of written comments on the administrative draft. An additional 20 hours has been budgeted to respond to one set of written comments on the public draft. Up to 20 hours has been budgeted for attendance at project team meetings. Attendance at public meetings or hearings has not been included in this scope of

Pw



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work, but can be added at a later date if deemed necessary. In addition to the above specified budget, it is recommended that an additional \$5,000 be included as a contingency, given the potential for additional work and project revisions that cannot be anticipated at this time.

Schedule and Data Requirements

The schedule for completion of the above air quality and noise analysis will be largely dependent on receipt of necessary traffic and land use data. Given the level of air quality and noise modeling required for the above analysis, it is anticipated that completion of the air quality and noise analyses will require approximately 8 weeks to complete upon receipt of all necessary traffic and land use data. The traffic and land use data anticipated to be required for the analysis of air quality and noise impacts (for each of the proposed scenarios) includes, but is not necessarily limited to, the following: 1) daily forecasts of vehicle trips, 2) vehicle miles of travel (VMT), 3) p.m. peak-hour intersection traffic volumes, turning movements, and projected levels of service, 4) land use designations/sizes (e.g., number of dwelling units, commercial/office/industrial square footage, etc.)

Thank you for the opportunity to submit this proposal.

Sincerely,

Kurt Legleiter
Air Quality & Noise Specialist

Exhibit "B"

Schedule of Rates and Charges

El Dorado County Proposed General Plan Amendments EIR

SCHEDULE OF RATES AND CHARGES

Task #	Task Description	Principal In Charge \$170	Senior Adviser \$110	Assoc. Planners \$90	Environ. Planner \$75	Project Admin./Graphics \$65	Sub-Consultants	Outside Direct Costs	Totals
1.0 Project Initiation									
	Project Kick-off / Refinement of Scope	4.0	4.0	0.0	0.0	0.0			8.0
		\$680	\$440	\$0	\$0	\$0	\$0	\$300	\$ 1,420
	<i>Subtotal</i>	4.0	4.0	0.0	0.0	0.0	0.0	0.0	8.0
	<i>Task 1</i>	\$680	\$440	\$0	\$0	\$0	\$0	\$300	\$1,420
2.0 Notice of Preparation / Initial Study									
	Document Preparation and Scoping Meeting	0.0	0.0	0.0	0.0	0.0			0.0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
	<i>Subtotal</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	<i>Task 2</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
3.0 Administrative Draft EIR									
	Introduction	0.0	8.0	0.0	8.0	0.0			16.0
		\$0	\$880	\$0	\$600	\$0	\$0	\$0	\$1,480
	Executive Summary	0.0	2.0	0.0	8.0	8.0			18.0
		\$0	\$220	\$0	\$600	\$320	\$0	\$0	\$1,340
	Project Description	8.0	16.0	40.0	0.0	0.0			64.0
		\$1,360	\$1,760	\$3,600	\$0	\$0	\$0	\$0	\$6,720
	Population, Employment, and Housing	0.0	2.0	8.0	18.0	0.0			28.0
		\$0	\$220	\$720	\$1,350	\$0	\$0	\$0	\$2,290
	Land Use	0.0	8.0	16.0	20.0	0.0			44.0
		\$0	\$880	\$1,440	\$1,500	\$0	\$0	\$0	\$3,820
	Circulation/Transportation	16.0	40.0	0.0	0.0	0.0			56.0
	Fehr and Peers Associates (subconsultant)(a)	\$2,720	\$4,400	\$0	\$0	\$0	\$17,725	\$0	\$24,845
	Air Quality	0.0	4.0	0.0	16.0	0.0			20.0
	Ambient (subconsultant)	\$0	\$440	\$0	\$1,200	\$0	\$11,330	\$0	\$12,970
	Noise	0.0	4.0	0.0	16.0	0.0			20.0
	Ambient (subconsultant)	\$0	\$440	\$0	\$1,200	\$0	\$12,320	\$0	\$13,960
	Public Services/Utilities	0.0	16.0	8.0	40.0	0.0			64.0
		\$0	\$1,760	\$720	\$3,000	\$0	\$0	\$0	\$5,480
	Public Health / Hazards (NOA)	0.0	4.0	0.0	20.0	0.0			24.0
		\$0	\$440	\$0	\$1,500	\$0	\$0	\$0	\$1,940
	Water Resources	24.0	16.0	32.0	0.0	0.0			72.0
		\$4,080	\$1,760	\$2,880	\$0	\$0	\$0	\$0	\$8,720
	Agriculture and Forestry	0.0	2.0	0.0	20.0	0.0			22.0
		\$0	\$220	\$0	\$1,500	\$0	\$0	\$0	\$1,720
	Visual Resources	0.0	2.0	0.0	20.0	0.0			22.0
		\$0	\$220	\$0	\$1,500	\$0	\$0	\$0	\$1,720
	Lake Tahoe Basin	8.0	16.0	24.0	0.0	0.0			48.0
		\$1,360	\$1,760	\$2,160	\$0	\$0	\$0	\$0	\$5,280
	Cumulative Impacts	16.0	30.0	60.0	0.0	0.0			106.0
		\$2,720	\$3,300	\$5,400	\$0	\$0	\$0	\$0	\$11,420
	Alternatives	24.0	40.0	40.0	0.0	0.0			104.0
		\$4,080	\$4,400	\$3,600	\$0	\$0	\$0	\$0	\$12,080
	Manadatory CEQA Topics	0.0	16.0	32.0	0.0	0.0			48.0
		\$0	\$1,760	\$2,880	\$0	\$0	\$0	\$0	\$4,640
	Effects Found not to be Significant	0.0	0.0	2.0	2.0	0.0			4.0
		\$0	\$0	\$180	\$150	\$0	\$0	\$0	\$330
	Report Preparers				2.0	0.0			2.0
		\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$150
	Document Review/ Management	60.0	40.0	0.0	0.0	0.0			100.0
		\$10,200	\$4,400	\$0	\$0	\$0	\$0	\$0	\$14,600
	Printing	0.0				50.0			50.0
		\$0	\$0	\$0	\$0	\$3,250	\$0	\$1,100	\$4,350
	Graphics	0.0				80.0			80.0
		\$0	\$0	\$0	\$0	\$5,200	\$0	\$0	\$5,200
	Buildout Forecasts	8.0	18.0		40.0				66.0
		\$1,360	\$1,980	\$0	\$3,600	\$0	\$0	\$0	\$6,940
	<i>Subtotal</i>	164.0	284.0	262.0	230.0	138.0	0.0	0.0	1078.0
	<i>Task 3</i>	\$27,980	\$31,240	\$23,580	\$17,250	\$8,370	\$41,375	\$1,100	\$153,095

El Dorado County Proposed General Plan Amendments EIR

SCHEDULE OF RATES AND CHARGES

Task #	Task Description	Principal In Charge \$170	Senior Adviser \$110	Assoc. Planners \$90	Environ. Planner \$75	Project Admin./Graphics \$65	Sub-Consultants	Outside Direct Costs	Totals
4 and 5	Revised ADEIR and Draft EIR								
	Revisions to ADEIR	18.0	18.0	28.0	40.0	16.0			140.0
		\$3,060	\$4,180	\$2,520	\$3,000	\$1,040	\$0	\$0	\$13,800
	Printing/production	0.0		0.0		4.0			4.0
		\$0	\$0	\$0	\$0	\$260	\$0	\$6,600	\$6,860
	<i>Subtotal</i>	18.0	18.0	28.0	40.0	20.0	0.0	0.0	144.0
	<i>Task 4 and 5</i>	\$3,060	\$4,180	\$2,520	\$3,000	\$1,300	\$0	\$6,600	\$20,660
6.0	Administrative Final EIR								
	Admin. FEIR-Response to Comments	20.0	45.0	60.0	20.0	32.0			177.0
	Document Preparation	\$3,400	\$4,950	\$5,400	\$1,500	\$2,080	\$0		\$17,330
	Printing	0.0		0.0		2.0			2.0
		\$0	\$0	\$0	\$0	\$130	\$0	\$550	\$680
	<i>Subtotal</i>	20.0	45.0	60.0	20.0	34.0	0.0	0.0	179.0
	<i>Task 6</i>	\$3,400	\$4,950	\$5,400	\$1,500	\$2,210	\$0	\$550	\$18,010
7.0	Final EIR								
	FEIR-Revisions	6.0	18.0	30.0		4.0			58.0
	Document Preparation	\$1,020	\$1,980	\$2,700	\$0	\$260	\$0	\$0	\$5,960
	Printing					4.0			4.0
		\$0	\$0	\$0	\$0	\$260	\$0	\$2,750	\$3,010
	<i>Subtotal</i>	6.0	18.0	30.0	0.0	8.0	0.0	0.0	62.0
	<i>Task 7</i>	\$1,020	\$1,980	\$2,700	\$0	\$520	\$0	\$2,750	\$8,970
8.0	Mitigation Monitoring and Reporting Program								
	MMRP Preparation and Production	0.0	4.0		8.0	2.0			14.0
		\$0	\$440	\$0	\$600	\$130	\$0	\$0	\$1,170
	Printing					2.0			2.0
		\$0	\$0	\$0	\$0	\$130	\$0	\$110	\$240
	<i>Subtotal</i>	0.0	4.0	0.0	8.0	4.0	0.0	0.0	16.0
	<i>Task 8</i>	\$0	\$440	\$0	\$600	\$260	\$0	\$110	\$1,410
9.0	Project Management/Meetings								
	Meetings and Management	40.0	40.0	0.0		0.0			80.0
		\$6,800	\$4,400	\$0	\$0	\$0	\$0	\$0	\$11,200
	<i>Subtotal</i>	40.0	40.0	0.0	0.0	0.0	0.0	0.0	80.0
	<i>Task 9</i>	\$6,800	\$4,400	\$0	\$0	\$0	\$0	\$0	\$11,200
10.0	CEQA Findings of Fact								
	Preparation of Findings	8.0	24.0						32.0
		\$1,360	\$2,640	\$0	\$0	\$0	\$0	\$0	\$4,000
	<i>Subtotal</i>	8.0	24.0	0.0	0.0	0.0	0.0	0.0	32.0
	<i>Task 10</i>	\$1,360	\$2,640	\$0	\$0	\$0	\$0	\$0	\$4,000
Project Totals									
	<i>Project Hours</i>	260.0	457.0	380.0	298.0	204.0	0.0	0.0	1599.0
	<i>Project Cost</i>	\$44,200	\$50,270	\$34,200	\$22,350	\$13,260	\$41,375	\$11,410	\$217,065

1--A ten percent markup is added to subconsultant fees and direct costs

Exhibit "C"

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 5 of 14
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- (1) A member of the Board of Supervisors requires NO specific authorization.
- (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
 - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.
- e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.
 - (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
 - (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 6 of 14
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the purpose of discussing important issues related to County business and policies.

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

4. Mode of Transport

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

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

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

5. Reimbursement Rates

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



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BOARD OF SUPERVISORS POLICY

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

b. Private Auto

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

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

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

c. Meals

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



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BOARD OF SUPERVISORS POLICY

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

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

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



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

Maximum Allowable Meal Reimbursement

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

d. Lodging

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



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

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

e. Other Expenses

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

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

6. Advance Payments



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

7. Compliance - Claimant Responsibility

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

8. Procedures:

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



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

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



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