Contract #: 640-S0711

CONTRACT ROUTING SHEET

| Date Prepared: | 4/10/07 | _ Need Dat | e: | |
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| | | CONTRA Name: Address: Phone: | Meeks Bay Fire Pr | |
| Head Signature: | Bonnie H. Rich | 2 | (000) 020 7040 | BORADO COL |
| Service Requested: | Title III Fire Prevention, E | | ng | Da Z |
| Compliance verified by | nan Resources requiremen by: | | : <u>\$25,</u> No: | 000.00 |
| Approved: Approved: | : (Must approve all contra Disapproved: Disapproved: | octs and MOU's) Date: 5 23 Date: | By: X | 3.H |
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| OTHER APPROVAL: Departments: | : (Specify department(s) p | participating or dire | ctly affected by this | contract). |
| Approved: | Disapproved: | Date: | By: | |
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3/6/67

ORIGINAL

FUNDING AGREEMENT FOR

TITLE III COMMUNITY PROJECTS #640-S0711

This Agreement known as FUNDING AGREEMENT FOR TITLE III COMMUNITY PROJECTS, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Meeks Bay Fire Protection District; (hereinafter referred to as "Recipient");

RECITALS

WHEREAS, County and Recipient have each recognized a compelling need to mitigate the effects of a catastrophic wildfire within communities of El Dorado County, and to that end, Recipient has agreed to cooperate with County to form a partnership to undertake education, planning, and mitigation activities designed to increase the protection of people and property from wildfires.

WHEREAS, County is a participating county under Public Law 106-393, the Secure Rural Schools and Community Self-Determination Act of 2000 (HR 2389), and pursuant to County Resolution No. 244-2003 has elected to set aside funds received under the program for special projects specifically authorized under Title III of HR 2389 (hereinafter referred to as "Federal Forest Reserve Funds").

WHEREAS, Recipient has applied for, and County has approved, funding to undertake one or more projects which are designed to meet the criteria for Title III County Projects for Fire Education and Planning as adopted by El Dorado County pursuant to the requirements and conditions for use of Federal Forest Reserve Funds.

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

ARTICLE I

Designation of Project and Use of Funds: County will contribute the sum of \$25,000.00 of Title III Federal Forest Reserve Funds to Recipient for use solely to undertake and complete designated County Projects as approved by County. Such projects shall be identified on Exhibit "A", which is affixed to and by this reference made a part of this Agreement. In no event shall County be financially obligated for amounts greater than the total amount specified on Exhibit "A" and this Article. Reimbursement for travel shall be in accordance with Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

ARTICLE II

Payment of Funds:

- 1. Commencing on the 10th day of the next full month immediately following execution of this Agreement, and each 10th of the month thereafter, Recipient shall submit to County a statement of expenditures against the project(s), noting the actual costs incurred and the percentage completion of the Project. Such statement shall be accompanied by detailed records of expenditures, including but not limited to receipts, invoices, purchase orders, or other documentation as appropriate, and shall be substantially in form as displayed in Exhibit "B" to this Agreement, and shall be signed under penalty of perjury by an authorized official of Recipient.
- 2. Each project budget is an estimate, and Recipient has discretion to move funds between line items within each project budget.

ARTICLE III

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of June 1, 2007 through June 30, 2008, or when all funds are expended by County, whichever comes first.

ARTICLE IV

Audit: Recipient will keep and maintain an accurate financial account, in accordance with generally accepted accounting principals, and meeting the requirements of the Federal Forest Reserve Fund program, of all funds expended for each project. Recipient shall maintain records, books, documents, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such accounting records shall be available for inspection by the County's designee, during normal business hours at the offices of Recipient, or offices of its financial consultant.

Recipient shall preserve and make available its records for a period of five (5) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by either of the following:

- 1. If this Agreement is terminated or partially terminated, all of the records relating to work terminated shall:
 - (a) be preserved and made available for a period of five (5) years from the date of any resulting final settlement; or
 - (b) at the sole option of the County, immediately become the property of the County and shall be delivered by Recipient to County.
- 2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

ARTICLE V

Compliance With Applicable Law: Recipient will comply with all Federal, State, and local laws and ordinances which are applicable to the Project, including but not limited to: prevailing wage and competitive bidding requirements, license requirements, equal opportunity and non-discrimination laws, building codes, and CEQA, NEPA, land use, planning, and zoning regulations.

ARTICLE VI

Independent Liability: Recipient is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of Recipient's employees, associates, and contractors in connection with respect to the Project(s) covered by this Agreement.

ARTICLE VII

No Third Party Beneficiary: Nothing in this Agreement shall be construed to create any rights of any kind or nature in any party not a named party to this Agreement.

ARTICLE VIII

Termination: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. In the event of early termination of the Agreement, access by Recipient to any and all funds not previously disbursed shall cease effective upon the termination date.

ARTICLE IX

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

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

Or to such other location as County directs.

Notices to Recipient shall be addressed as follows:

EL DORADO COUNTY FIRE PROTECTION DISTRICT PO BOX 1237 POLLOCK PINES, CA 95709 ATTN: PENNY HUMPHREYS, CHAIR

Or to such other location as Recipient directs.

ARTICLE X

Indemnity: Recipient 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 each Project covered by this Agreement. This duty of Recipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778, and survives the expiration of the term of this Agreement.

ARTICLE XI

Insurance: Recipient shall provide proof of a policy of insurance or self insured program satisfactory to the El Dorado County Risk Manager and documentation evidencing that Recipient maintains insurance or self-insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Recipient as required by law in the State of California.
- B. Commercial General Liability Insurance of not less that One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
- C. Automobile liability insurance of not less than the minimum required by the State of California in the event motor vehicles are used by Recipient in performance of the Agreement.
- D. Recipient shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

- 1. County, its officers, officials, employees and volunteers shall be included as additional insured, but only insofar as the operations under this agreement are concerned. This provision shall apply to the general liability policy.
- 2. Recipient shall ensure that its subcontractors maintain a policy(s) of insurance that meets above insurance requirements, including El Dorado County as additional insured.
- 3. The insurance shall be issued by an insurance company acceptable to the Risk Management Division of County, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division of County. Recipient agrees that the insurance required above shall be in effect at all times during the term of this Agreement.

ARTICLE XII

Change 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 XIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Laura S. Gill, Chief Administrative Officer, or successor.

ARTICLE XIV

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 XV

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 XVI

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Recipient waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XVII

Time is of the Essence: The parties hereto acknowledge and agree that time is of the essence.

ARTICLE XVIII

Taxpayer Identification: Recipient's tax identification number is 94-1682291.

ARTICLE XIX

The Buy American Act: This Act encourages recipients of federal grant funds to purchase American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of Congress that entities receiving the assistance should in expending the assistance, purchase only American-made equipment and products.

ARTICLE XX

Nondiscrimination: Recipient shall not unlawfully discriminate on the basis of race, sex, religious beliefs, creed, national origin, marital status, sexual orientation, or disability for any service related to this specific grant or any other service funded by or provided by Recipient.

ARTICLE XXI

Drug-free Workplace: Recipient agrees to start or will continue to provide a drug-free workplace by publishing a statement notifying employees about the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the grantee's workplace and specifying actions that will be taken against employees for violation of such prohibition; establishing an on-going drug-free awareness program to inform employees; and notifying the employee that as a condition of employment under the grant the employee will abide by the terms of the drug-free workplace.

ARTICLE XXII

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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 understanding

REQUESTING CONTRACT ADMINISTRATOR/DEPARTMENT HEAD CONCURRENCE:

| By: | Laura S. Hell | _ Dated: _ | 5/25/07 | |
|-----|--|------------|---------|--|
| | Laura S. Gill Chief Administrative Officer | | | |
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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.

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Dated:

Chain

Board of Supervisors

"County"

ATTEST:

Cindy Keck

Clerk of the Board of Supervisors

By:

Deputy Clerk

Dated: 3/6/07 > Bons d date

--- RECIPIENT ---

Dated: ___*/n/*

MAY 29, 2001

By:

John Pang, Fire Chief

Meeks Bay Fire Protection District

"Recipient"



C. Proposer's Organization Information: To be eligible for funding, Proposer must be one of the

following types of organizations:

- Non-profit organization with 501 (c) 3 status
- Local government agency
- Community service or other special district
- University
- School district
- 1. **Mission Statement:** Provide your organization's mission statement. Provide a concise and descriptive overview of the program including the relationship of this proposed project to your organization's mission and how it relates to Title III.
- 2. Summary of Proposer's Firm: Submit a summary and history of your organization with the following information:
- a. Briefly describe your organization's history, including number of years in business, number of employees, local and overall organizational structure, and other resources or services your organization is able to provide. Provide a description of current programs, activities, and accomplishments.
- b. Discuss why the County should have confidence in your organization's ability to perform the services.

Mission Statement

The mission of the Meeks Bay Fire Protection District is to be responsive to the needs of the people of our District with a progressive organization that provides the community with fire prevention, suppression, rescue, and emergency medical services in a competent and professional manner.

The mission of the proposed process is to perfect the fuels reduction process jointly created between the Lake Tahoe Fire Protection Districts and the Nevada Fire Safe Council. The proposed process will enable all residents of the Meeks Bay Fire Protection District to have easy access to educational materials and events, residential defensible space inspections and defensible space crew time. Grant funding is being requested to complete a system where homeowners will be educated about the fuels reduction process and will then have access to the process at their own expense. The proposed process complies with the intent of California PRC Section 4291 and Title III in that homeowners will pay all costs directly associated with removing or manipulating vegetation on their property.

Summary of Proposer's Firm

The Meeks Bay Fire Protection District started in the 1960's and formally became a special district in the 1970's. The District has been in business now for over 40 years. The District currently employs five full-time firefighters, six part-time firefighters and has 18 volunteer firefighters on the roster. We also have a full-time Office Manager that spends a lot of time assisting with fire prevention and fire education duties.

The Meeks Bay Fire Protection District is governed by a five member elected board that reports to the people of the community as well as to the El Dorado County Board of Supervisors.

The District is tasked to provide emergency services to our District as well as the "grey" areas south of the District that are uncovered by any other fire agency. We also provide services to the California State Parks and US Forest Service lands in the area. The District partners with the El Dorado County Sheriff's Department to provide backcountry and high angle rescue services for the area. The District also assists the neighboring Fire Protection Districts in seven counties through mutual aid agreements.

The District prides itself on preventing emergencies rather than just mitigating them. The District has a successful residential chipping program, an active public education agenda and a loyal community that appreciates the District's public service. To date the District has chipped tons of vegetative debris but constantly faces the problem that homeowners do not know how to get access to fuels reduction crews, either public or private.

El Dorado County should have confidence in the District's ability to perform the services described below because of the past track record of completing projects on time and under budget. The District has:

- Successfully completed numerous grants that enabled the District to increase services to the community
- Earned the support of its Board of Directors and community
- Hired the personnel or obtained advice from other organizations to successfully complete fuel reduction projects

D. Executive Summary: Summarize your proposal and how it qualifies for Title III funding in accordance with Part II of this RFP. Briefly explain why your agency is requesting funding for Title III projects. Include what outcomes you propose to achieve and how funds will be spent if your organization is awarded a contract.

Meeks Bay Fire Protection District is implementing a defensible space program in collaboration with the Nevada Fire Safe Council and other Lake Tahoe Basin Fire Protection Districts. The defensible space program is composed of two components; one that reduces forest stocking by the strategic placement of shaded fuel breaks adjacent to communities and then a program to reduce hazardous fuels within communities and within the PRC Section 4291 area or 100 feet from a legally permitted structure. The funds requested will be expended to support the fuels reduction program within communities and specifically within the PRC Section 4291 area. The MBFPD is requesting funds to collaborate on scheduling software development and a part-time forester to issue tree removal permits required by the Tahoe Regional Planning Agency.

Fuels reduction in the near home environment is technically simple but organizationally complex. The Nevada Fire Safe Council is taking the lead responsibility for forming Fire Safe Chapters in communities, educating homeowners about the importance of defensible space and then motivating residents to participate in the fuels reduction program. The homeowners can then either call the Meeks Bay FPD's chipper line and schedule fuels reduction crew time or log onto a web-based scheduling software that will enable the homeowner to select the days that they will be in Tahoe. When a full day of work is available, the crews will be scheduled by the NVFSC, MBFPD or private contractor and the homeowner is notified. The crews then arrive on the scheduled day, collect required paperwork and then remove the hazardous fuels. The resulting slash is then moved roadside where it is stacked and later chipped. The homeowners pay the full cost of the crew time when the crews finish the work. The slash is chipped at a later date using the already existing chipper program.

This is a simple program that will operate in perpetuity and is being specifically designed to be able to treat up to 10 properties per day in the Meeks Bay FPD. It was proven that homeowners in the Lake Tahoe Basin are willing to pay out-of-pocket for crew time to reduce hazardous fuels. Currently however, the infrastructure necessary to capitalize on educational campaigns does exist and scheduling inspections and crews with second homeowners has proven to be onerous. The funds requested from El Dorado County will greatly increase the MBFPD's ability to efficiently and cheaply treat hazardous fuels in the near home environment.

E. Project Purpose: Provide responses to the following items:

1. Provide a description of project goals, measurable objectives, and a statement as to whether this is a new or on-going part of your organization.

The MBFPD intends to implement a fuels reduction program that will capitalize on the educational campaigns managed by the NVFSC. Currently homeowners in the MBFPD must call the TRPA in order to obtain tree removal permits to remove trees over 6 inches in diameter. During the 2006 field season, homeowners were sometimes required to wait up to a month to obtain a tree removal permit. To alleviate this problem, the TRPA is willing to enter into Memorandums of Understanding with Lake Tahoe Fire Protection Districts whereby the districts can issue tree removal permits for trees that pose a fire hazard to a structure. The MBFPD is requesting funds to retain a contractor to inspect properties and issue tree removal permits where necessary.

The MBFPD also intends to collaborate with the other Lake Tahoe Fire Protection Districts to begin using scheduling software that will enable the Districts to coordinate second homeowners with fuels reduction crews. Scheduling crew time proved to be the largest impediment to getting work completed during the 2006 field season. The MBFPD is requesting funding to jointly create scheduling software that will coordinate crews and homeowners. Software and process development will be completed through collaboration with the NVFSC and other Lake Tahoe Fire Protection Districts.

The measurable objectives of the program are to:

- Inspect 250 properties and issue tree removal permits where necessary
- Clear hazardous vegetation from 100 properties in the MBFPD, all crew time will be paid by homeowners
- Provide chipping services to 300 properties
- Mail educational materials to all homeowners in the MBFPD to advertise the new inspection and crew scheduling system
- Create scheduling software to coordinate inspection, crews and homeowners
- Educate at least three local tree removal contractors about defensible space and obtain their participation in the program.

The proposed program is not novel in the MBFPD or in the Lake Tahoe Basin, but components of the program are new. The funds requested will be used to further perfect a process where low-cost fuels reduction services can be provided to homeowners on a periodic basis. Currently the MBFPD requires a contract forester and all of the Lake Tahoe Fire Protection Districts and NVFSC require a Management Information System that will enable production to be increased. Simply the NVFSC and Fire Protection Districts are hoping to fix the primary failure from the 2006 field season which was coordinating crews with out-of-town homeowners.

2. Provide a timetable for implementation.

The fuels reduction process that includes the educational campaign will begin in April 2007 and will be active through October 2007. The process is as follows:

- January through May 2007 The NVFSC is currently working with developers to begin the design of an internet based scheduling system capable of tracking an individual home through the fuels reduction process. The NVFSC is collaborating with the Information Technology department of the TRPA and private consultants to design a system that will in its infancy only address scheduling inspections and treatments, but will later also support long-term scheduling. Software development costs will be paid by the Lake Tahoe Fire Protection Districts. Title III funds are being requested to pay for the final costs of implementing the system currently being developed.
- March through July 2007 The NVFSC and MBFPD will collaborate on an
 educational campaign in community Fire Safe Chapters. The educational
 campaign will both advertise the fuels reduction process that is being
 implemented and teach homeowners how to reduce forest fuels and make their
 homes more fire safe. The educational campaign conducted by the NVFSC has
 been proven effective at motivating homeowners to take action on their
 properties.
- May through October 2007 Homeowners will call either the MBFPD chipper line or log on to the web based scheduling system and select the dates that they will be available for a defensible space inspection. The MBFPD forestry contractor will then inspect each property and issue a standard defensible space inspection form, talk with the homeowner about defensible space and issue a tree removal permit if necessary. Each inspected home then is available for treatment and will be flagged in the scheduling software as ready for treatment. The scheduling software will then indicate when a full acre is ready for treatment and a crew is scheduled. The homeowner is then notified of the final treatment date by the MBFPD's chipper foreman.
- May through October 2007 The MBFPD chipper foreman will then contact the NVFSC when an acre is available for fuels reduction treatment. The NVFSC will then retain the crew that will work on those properties on the given date. The winning contractor then removes the hazardous vegetation and stacks it next to the road.
- May through October 2007 The MBFPD will chip any slash generated from the fuel reduction program.

The MBFPD is requesting funds so that the above described process can be implemented on a District wide and in collaboration with the other Lake Tahoe Fire Protection Districts.

- 3. Identify partners in the proposed project, if any.
- a. Describe the roles of your partners
- b. Identify whether or not partners are contributing resources to the project
- c. Identify the amount of contributions
- d. Identify any other entities your organization works with

The MBFPD is collaborating with the other Lake Tahoe Fire Protection Districts and the Nevada Fire Safe Council to create a process whereby hazardous fuels are removed from private property in the Lake Tahoe Basin. The NVFSC was very successful at motivating homeowners to participate in fuels reduction treatments, but was unable to complete the cycle with the efficiency required to make real progress in a community. The Fire Protection Districts have access to public crews and private contractors and are the only organizations that can issue TRPA tree removal permits. Therefore the MBFPD has determined to manage the homeowner through the inspection and crew scheduling process. This adjustment in process should enable the NVFSC and MBFPD to increase efficiency and provide homeowners with a single access point to the fuels reduction process. The MBFPD is also coordinating the details of the system with systems currently being developed at the Lake Valley FPD and North Tahoe FPD so that all California – Tahoe homeowners have access to residential fuels reduction.

The NVFSC is currently managing the scheduling software development process with help from the TRPA. The NVFSC has pledged to contribute up to \$5000 for the development of the scheduling system. The North Tahoe FPD has definitely pledged \$5000 to scheduling software development and is also implementing the same fuels reduction process described above. The Lake Valley FPD has received a grant of \$200,000 from California Proposition 50 and is implementing the fuels reduction process in the Angora Creek Watershed for 2007. The Lake Valley FPD has guaranteed at least \$5000 in funding and is actively working to obtain additional funding for software development.

Lake Valley FPD currently has a full time forestry manager and entered into a Memorandum of Understanding with the TRPA to issue tree removal permits during the 2006 field season. Lake Valley FPD also manages a ten person hand crew that is available to treat residential lots in the MBFPD and is a valuable source of labor for surrounding Fire Protection Districts. North Tahoe FPD has recently hired a full time forestry manager and is hiring a three person saw team for the 2007 field season. Due to proximity, the MBFPD and North Tahoe FPD will share a common Registered Professional Forester who will be competent in Lake Tahoe tree and vegetation removal regulations.

The MBFPD also closely works with the TRPA on fuels reduction policy and regulations. The TRPA has taken a leadership position in the fuels reduction process and is currently investigating the feasibility of a more complex Management Information System that would support fuels reduction treatment permitting and maintenance. TRPA is also taking a leadership role in developing the software necessary to schedule the defensible space inspections and crew scheduling.

4. Identify any similar existing programs/projects performed by your organization.

The proposed fuels reduction process is merely a addition to fuels reduction programs currently being managed by the MBFPD and NVFSC. The NVFSC has experience in educating homeowners and motivating them to take action. The MBFPD has managed a chipper program for five years and have been actively working with homeowners to reduce hazardous fuels. The funding requested will be used to completely integrate the programs managed by the NVFSC and the MBFPD. Integration will be completed by defining the roles of the NVFSC and MBFPD and designing an efficient process managed by the two organizations.

The NVFSC will continue to form Fire Safe Chapters in communities. The Fire Safe Chapters will conduct an outreach program to all homeowners in the community. The outreach will culminate with a demonstration event where the MBFPD forester and NVFSC staff will demonstrate to homeowners exactly what the desired condition is with respect to defensible space. At that moment, the MBFPD will take over lead responsibility and move the homeowners through the inspection process and permitting process. Once the inspection and permitting process is complete, the homeowner will have crew time scheduled and the work will be completed. Crew time may be scheduled by either the MBFPD or NVFSC depending on public or private crew availability. Currently the NVFSC has access to over 100 trained sawyers who are trained in defensible space treatments and thus crew time is never a scarce resource.

5. Identify any similar existing programs/projects performed by other organizations that you may be aware of. What efforts will be made to work cooperatively with these existing programs?

The Lake Valley FPD hired a Forestry Manager, Fuels Inspector and ten person saw team for the 2007 field season. The Lake Valley FPD program was quite successful and is a model for the other Fire Protection Districts on the California side of the Lake Tahoe Basin. Currently the MBFPD and Lake Valley FPD are working together to implement the described fuels reduction process. The MBFPD program is based on the Lake Valley program and the North Tahoe FPD is currently building the same infrastructure so that the entire California side of the Lake Tahoe Basin is running the same process. The NVFSC is taking lead responsibility for coordinating the different Fire Protection Districts programs with a great deal of input from the Lake Tahoe Fire Protection Districts and Lake Tahoe regulatory agencies. It is mission critical that all homeowners throughout the Lake Tahoe Basin have access to the same program so that the NVFSC can be successful in motivating the homeowners to access the process. The proposed process is the culmination of the work completed over the past several years in the Lake Tahoe Basin

6. Describe qualifications of key staff and volunteers that will ensure the success of your proposed project.

INTRODUCTION:

This Statement of Qualifications (SOQ) summarizes the specialized services provided by the Meeks Bay Fire Protection District (MBFPD) in the field of healthy forest restoration and wildfire prevention.

The MBFPD provides fire, rescue and emergency medical services to the West Shore region of Lake Tahoe from Emerald Bay to the El Dorado County line. Through mutual aid agreements, our services extend through two states, eight Counties, and numerous cities. We also work closely with the state parks and conservancy, federal lands, and county agencies. Our permanent population is about 1200 with seasonal swells to over 10,000. We serve our District with both volunteer and paid staff and are governed by a five member board of directors.

We offer a broad range of fire prevention services including:
Defensible space chipping and education
Defensible space inspections
Healthy forest education
Wildfire suppression
Assistance with prescribed burns
Biomass education and research and development

The District is part of a collaborative effort to improve the forest health in the Lake Tahoe Basin. We have years of experience working with numerous agencies promoting healthy forest issues and searching for solutions to the incredible biomass generated by fuel reduction projects.

DISTRICT PERSONNEL:

Chief John Pang

Graduate of UC Davis (BA in psychology, with business minor). Numerous post-graduate conferences, classes, certificates, etc. 25 years in the fire service, with lots of experience working with forest agencies and fighting wildland fires. Has spent the last eleven years focusing on fuel reduction projects in the Lake Tahoe Basin. Co-hosted numerous interagency meetings to discuss the environmental issues surrounding forest thinning, water quality and biomass remediation. Overseen District's fire prevention projects for past eleven years.

Lieutenant Mike Hacker

Defensible Space Coordinator for Meeks Bay Fire Protection District. Has a BA in Psychology and Social Work from the University of Wisconsin-Madison. Lieutenant Hacker has been responsible for Meeks Bay Fire's Defensible Space Program since 2001. Has successfully applied for, received and administered over \$150,000 in grant money, from 2003 through 2007 for defensible space education, inspections, and fuel reduction projects throughout the District. Has over 13 years of firefighting experience.

Various District Staff

Many of our paid staff, volunteers, and seasonal staff have had numerous years of experience in fire prevention, wildland fire suppression and education, and fuels reduction projects. Our office manager has taken classes to assist with the public education faction of the fuels reduction program. One of our board members has a degree in forest entomology and has helped to create the District's Community Wildfire Protection Plan.

NEVADA FIRE SAFE COUNCIL - CALIFORNIA TAHOE DIVISION:

We also work closely with the Nevada Fire Safe Council-California Tahoe Division. They assist fire protection districts with fuels reduction consulting services. They have a full-time Project Coordinator assigned to the west shore of Lake Tahoe. They are currently managing three fuels reduction projects on over 100 acres on the west shore of Lake Tahoe.

California Tahoe Coordinator John Pickett

Has managed fuels reduction projects in neighborhoods and in the surrounding wildland urban interface. Holds a Masters in Professional Accountancy and has 30 hours of graduate forestry education. Has over ten years experience managing large projects.

OUTSIDE RESOURCES:

We have worked with numerous consultants, professors, and environmental experts and would not hesitate to contact them if we have any questions or concerns regarding this program.

7. Describe the long-term strategies for funding this project once grant funding expires.

The proposed process passes all costs associated with fuels reduction on to homeowners as ultimately it is the homeowner's legal duty to create defensible space. During the 2007 field season the MBFPD, Lake Valley FPD and North Tahoe FPD will be determining an overhead application rate that will be applied to crew costs so that all aspects of the process are passed on to homeowners. The overhead application rate should decrease after the process is well publicized and production increases. At the point where full production is attained, the marginal cost of inspecting a property and issuing a permit should be around \$20 per property. The California Tahoe Fire Protection Districts intend to have the entire process fully functional and at full production no later than the 2009 field season and homeowners should be supporting the process in its entirety by the 2010 field season.

8. If applicable, describe how the project compliments an existing adopted county plan, community wildfire protection plan, or watershed management plan.

The community wildfire protection plans and El Dorado County Hazard Mitigation Plan both call for homeowners to reduce hazardous fuels in the near home environment. The

CWPP's call for a two pronged approach that includes creating shaded fuel breaks in wildland adjacent to communities and for homeowners to reduce hazardous fuels in the "Home Ignition Zone." The CWPP projects are designed to reduce the likelihood of extreme fire behavior in the WUI, but will not extinguish a fire. Homeowners should anticipate that thinned forests will readily support ground fire and some torching. Thus it is clear that preventing an urban fire disaster is the responsibility of individual homeowners working with their neighbors. CWPP projects are currently underway and the MBFPD completed a 28 acre shaded fuel break listed in the CWPP, during the 2006 field season. CWPP projects will continue to be completed as funding is made available.

The proposed process simply provides a single access point for homeowners to avail themselves to private and public crews that are trained in creating defensible space. This

F. Performance Measures: Describe how you will evaluate your performance, including how success will be defined and measured. Provide a detailed scope of work including what will be achieved on a quarterly basis. (Timeframe, Work to be Performed, and the Results Achieved).

The MBFPD, NVFSC and other Lake Tahoe Fire Protection Districts have determined to create a fuels reduction process rather than to keep funding fuels reduction projects. The purpose of the process is to educate homeowners about defensible space and then motivate them to take action. The process will be deemed successful when the MBFPD has:

- Removed hazardous vegetation from 100 properties at homeowner expense
- Inspected 250 properties and issue residential defensible space reports and tree removal permits when necessary
- Chipped slash from 600 properties

The development and implementation of the inspection and crew scheduling software will be deemed a success if the software will efficiently support the above described process. While the software is mission critical, it is only a tool to help the MBFPD treat more properties than can be treated with existing infrastructure. The focus of the 2007 field season will be on perfecting the fuels reduction process. The output of the process is treated properties.

The following scope of work describes the components of the process that will be directly managed by the MBFPD but does not completely describe the entire fuels reduction program that will be implemented with the NVFSC. The NVFSC has lead responsibility for targeting communities for defensible space education and homeowner motivation. MBFPD will work with the NVFSC on the educational component to include providing people and equipment for demonstration events, mailing materials to residents in the District and discussing the importance of structural fire safety. The MBFPD will then take over when the homeowners are prepared to enter the fuels reduction process.

| Timeframe April – May 2007 | Task Implement and test the inspection and crew scheduling software | Results Achieved A software system that can support scheduling fuels reduction inspections and crew scheduling |
|---|--|--|
| April – July 2007 | Collaborate with the NVFSC on their education campaign at Fire Safe Chapters throughout the MBFPD | Educate all MBFPD homeowners about the importance of maintaining defensible space |
| May – October 2007 | Schedule defensible space inspections with homeowners | Inspect 250 residence and issue residential defensible space inspection forms and tree removal permits where necessary |

| Timeframe | Task | Results Achieved |
|--------------|---|---|
| May – | Input inspected properties into the | Identify properties for crews that |
| October 2007 | scheduling system | are ready for treatment and have any applicable permits |
| May – | Contact NVFSC staff when a full | 100 properties will be treated for |
| October 2007 | acre of private property is | hazardous fuels and the |
| | inspected and prepared for treatment | homeowners will again be educated about maintenance |
| May – | Chip slash resulting from fuels | Chip slash on 600 properties in the |
| October 2007 | reduction performed by defensible space crews or by individual homeowners | MBFPD |

There are two distinct areas where the MBFPD is requesting financial assistance the first being the implementation of scheduling software and the second being the hiring of a contract forester who can mark trees for removal under TRPA regulations. The software system is currently being developed and we are requesting funding to implement the system at the MBFPD during the second quarter of 2007. The scheduling system will also have a backup manual system should the software system be delayed for any reason.

The contract forester will work from May 1, 2007 through September 2007 and the final properties will be treated during October 2007. The purpose of hiring a forester is to decrease the time between when a homeowner requests a defensible space inspection and when the inspection occurs. The goal is to have properties inspected within one week of an initial request. Then final fuels reduction should be completed within one week of the inspection. Of course these timeframes change as 75 percent of the homeowners in the MBFPD are second homeowners, but the goal of the proposed process is to reduce delays so that motivated homeowners have access to crews within two weeks of calling for services. This goal can only be achieved if the MBFPD has a contract forester who can issue defensible space inspection forms and issue TRPA tree removal permits.

G. Budget Narrative/Justification: Submit an organizational budget for your total operations and a separate program budget for the services for which you are requesting funds. These budgets should itemize income (cite all sources) and expense categories. Budget will be evaluated for funds leveraged and competitiveness of service delivery cost. List amounts requested from other funding sources. In the event the County is unable to fund your full request, indicate priority items in the proposed budget.

The following budget outlines the direct costs associated with developing a robust fuels reduction process. The CWPP projects that will be funded during the 2007 field season and privately funded fuels reduction processes are not being considered in this budget. The figures below merely describe the income and expense directly associated with developing the fuels reduction process. It is anticipated that these costs will decrease as the process is improved and NVFSC and MBFPD personnel become proficient with the system. At no time will grant funding be used to removal or manipulate vegetation, those costs must be passed through to the homeowner in order for the program to become sustainable.

Costs not considered below include \$20,000 of California Proposition 40 funding that will be expended to complete fuels reduction on a 28 acre shaded fuel break, described in the CWPP's, to complete pile burning.

| Description | Amount | Source |
|---------------------------|-----------|--|
| Contract Forester | \$15,000 | Title III – Highest Priority accrued at |
| | | \$50 per inspection for 250 inspections |
| | | with \$2500 allocated to pay for process |
| | | development consulting |
| Software Implementation | \$10,000 | Title III – Second Priority |
| Software Development | \$20,000 | Combined funding provided by the |
| | | North Lake Tahoe FPD, Lake Valley |
| | | FPD, TRPA and North Tahoe FPD |
| Fuels Reduction Crew Time | \$30,000 | Cash paid by homeowners for crew |
| | | time |
| Educational Campaign | \$5,000 | Combined NVFSC and local funding |
| Chipper Program Costs | \$17,500 | US Forest Service Grant |
| NVFSC Coordinator Time | \$5,000 | \$2500 from State of Nevada and \$2500 |
| | | non-matching Title III funds |
| MBFPD Oversight | \$5000 | Local funding accrued at a blended rate |
| | | of \$50/hour for 100 hours. |
| | | |
| Total Process Cost | \$107,500 | |

EXHIBIT "B"

| Dated: |
|---|
| Ms. Laura S. Gill Chief Administrative Officer County of El Dorado 330 Fair Lane Placerville, California 95667 |
| RE: |
| Dear Ms. Gill: |
| This letter will certify that as of the above date has completed % of the Project at the approximate cost indicated. Through the last day of the preceding month, has made payments in the total sum of \$, of the funds granted to it by the County of El Dorado. (Optional, for matching fund projects, as appropriate:) This will further certify that as of the above date, the has advanced \$ in matching funds from the (state grant source) and \$ of funds from the I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true |
| and correct. Executed the date written above in El Dorado County, State of California. By: |
| (Print Name) |
| (Print Title) |

EXHIBIT C



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

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

BACKGROUND:

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

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

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



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

POLICY:

1. General Policy

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



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| TRAVEL | Date Adopted: 12/22/1987 | Revised Date: 05/25/1999 |

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

2. Approvals Required

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



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

3. Travel Participants and Number

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



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



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

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

4. Mode of Transport

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



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

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

Reimbursement Rates

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



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

b. Private Auto

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

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

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

c. Meals

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



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

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

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



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

Maximum Allowable Meal Reimbursement

Breakfast

\$8.00

Lunch

\$12.00

Dinner

\$20.00

Total for full day

\$40.00/day

d. Lodging

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



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

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

e. Other Expenses

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

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

6. Advance Payments



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

7. Compliance - Claimant Responsibility

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

8. Procedures:

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



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

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

h. Expense Claim Form



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