

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Planning and Community Development

BOARD AGENDA # *B-3

Urgent

Routine

AGENDA DATE February 9, 2010

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Award Contract for the Preparation of the Comprehensive General Plan Update to ICF Jones & Stokes

STAFF RECOMMENDATIONS:

1. Award the contract for the Comprehensive General Plan Update to ICF Jones & Stokes.
2. Authorize the Director of Planning and Community Development to negotiate and execute the contract with ICF Jones & Stokes for a cost not to exceed \$826,403 and to sign any necessary documents relating to the contract.
3. Authorize the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

(Continued on page 2)

FISCAL IMPACT:

The cost of the contract and associated County staff costs will be covered by the General Plan Maintenance Fee Fund, which has a current balance of \$1.1 million. The Planning and Community Development Department is also looking into the use of Public Facility Fees to fund a portion of the costs associated with population growth since program inception. The Department will also be pursuing State and Federal grants to help cover overall project costs in an effort not to exhaust the entire balance of the General Plan Maintenance Fee Fund.

BOARD ACTION AS FOLLOWS:

No. 2010-068

On motion of Supervisor Chiesa, Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None


1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATION: (Continued)

4. Authorize the Director of Planning and Community Development to approve change orders to cover contingencies not to exceed a combined total of \$40,000.

DISCUSSION:

In June of 2009, Stanislaus County released a Request for Proposal (RFP) for the Comprehensive General Plan Update with the following project objectives which have been identified by the Stanislaus County General Plan Update Committee:

- To comprehensively review the General Plan to ensure conformance with all applicable regulations;
- To address green house gas reduction requirements necessary for the environmental assessment of land use decisions and compliance with all applicable regulations;
- To incorporate concepts of the priorities adopted by the Board of Supervisors;
- To incorporate concepts of the Sustainable Communities Strategy from AB 375 (a plan to be prepared by StanCOG to address the reduction in vehicle miles traveled and demonstrate an ability for our region to attain greenhouse gas reduction targets set by the California Air Resources Board) and the Valley Blueprint Processing (to the extent feasible);
- To align community plan and land use designations where Measure 'E' allows and assess in-fill policies in light of Measure 'E' (an initiative approved by the voters in February of 2008 requiring a majority vote of the County voters on any proposal to redesignate or rezone land from an agricultural or open space use to a residential use);
- To develop policies to integrate infrastructure needs assessment and finance planning into the land use planning process;
- To incorporate and update policies relating to: improving air quality, oak woodlands, grading, non-motorized transportation, seismic hazards, flood hazards (including flood control and levees), drainage, fire hazards, habitat conservation, etc.;
- To update technical data and implementation measures found within the General Plan and support documents;
- To modernize the Airport Land Use Commission Plan (ALUCP) and ensure land use strategies of the general plan are consistent with the ALUCP; and
- To prepare the environmental documentation necessary to support adoption of the General Plan and Airport Land Use Commission Plan.

The proposed schedule for the update is two years and the scope of work is designed to have staff from the Planning and Community Development Department lead efforts on policy formulation, public participation, County agency coordination, mapping, and database development. The consultant's role is 1) assisting in the preparation of, and preparing as necessary, detailed technical studies, mapping, and databases to support staff in developing the General Plan Update, 2) preparing the General Plan

Environmental Impact Report and carrying out all of the procedural steps required by State Law including public scoping meeting(s) and public hearings, and 3) participating in public outreach efforts, public meetings, General Plan Update Committee meetings, and agency meetings pertaining to their scope of work.

The County has received a total of five proposals, from five separate vendors, in response to the RFP. All five proposals are essentially comprised of three components: 1) General Plan Update, 2) Airport Land Use Commission Plan (ALUCP) Update, and 3) related environmental review for both updates. In all five proposals, the primary consultant will oversee the entire contract and all related environmental work. In the case of two proposals, a sub-consultant is identified for the General Plan Update component. Mead & Hunt is identified in all five proposals as the sub-consultant for preparation of the ALUCP. The following is an overview of the primary consultants and identified sub-consultants:

Primary Consultant and Identified Sub-Consultants

X = work to be performed by Primary Consultant

Primary Consultant	General Plan	Traffic	Financial	ALUCP	Environmental
EDAW	X	Omin-Means	X	Mead & Hunt	X
EMC	Mintier Harnish	Fehr & Peers	ESP	Mead & Hunt	X
ICF Jones & Stokes	X	Fehr & Peers	Willdan Financial	Mead & Hunt	X
Lamphier & Gregory	Mintier Harnish	Dowling Associates	Willdan Financial	Mead & Hunt	X
PMC	X	Fehr & Peers	Ambient Consulting	Mead & Hunt	X

The proposals have been evaluated by a five member panel comprised of staff from the Departments of Planning and Community Development, Public Works, and Environmental Resources and a member of the Stanislaus County Planning Commission. The evaluation included the review of the proposer's response, project cost, and an interview. ICF Jones & Stokes has been selected by the evaluation panel as having the best overall proposal. The selection is based on the quality of the consultant's proposal, experience, qualifications, understanding of the project scope of work, expertise in key areas (air quality/green house gases), and the availability of in-house specialists. In evaluating cost, the evaluation panel took into consideration ICF Jones & Stokes highest cost by comparing the cost per hour of all five proposals and balancing cost with the overall quality of the proposals. The following is a summary of the RFP evaluation panel ranking:

Final RFP Evaluation Panel Ranking and Project Cost

Consultant	Total Project Cost	Total Project Hours	Cost Per Hr	Evaluation Ranking
ICF Jones & Stokes	\$903,189.00	7700	\$117.30	1
EMC	\$792,722.00	6463	\$122.66	2
PMC	\$504,846.00	4940	\$102.20	3
EDAW	\$679,973.00	6719	\$101.20	4
Lamphier & Gregory	\$811,198.00	6365	\$127.45	5

The evaluation committee's selection was presented to the General Plan Update Committee on September 3, 2009, with a recommendation to move forward with awarding the Comprehensive General Plan Update contract to ICF Jones & Stokes. The General Plan Update Committee accepted the recommendation and directed staff to work with the consultant to refine the scope of work in an effort to bring down the overall project cost and to limit any contract to time and materials not to exceed the total approved project cost.

Planning and Community Development Department staff has been working with ICF Jones & Stokes to refine and clarify the projects scope of work in an effort to reduce overall cost. Attachment "1" incorporates ICF Jones & Stokes revised scope of work. The revisions reflect a reduction in the number of required technical reports, reduction in the number of meetings, and a better understanding of the consultant's responsibilities and County expectations. In addition, with respect to the ALUCP, the revised scope of work removes the Turlock Airpark and the Patterson Airport from the ALUCP, since they are no longer classified as public airports, and focuses on a combined approach offering greater efficiencies and eliminating redundancy.

The revised scope reflects a cost reduction of \$76,786 for a total revised project cost of \$826,403. The reductions apply to the primary consultant (\$21,576), the traffic sub-consultant (\$4,275), and the ALUCP sub-consultant (\$50,935).

As a whole, ICF Jones & Stokes offers the most balanced proposal with respect to their understanding of the project, experience, and qualifications. While their proposal is not the least expensive, it does reflect a higher number of hours being devoted to the project. The two lead ICF Jones & Stokes project staff identified to work on this project bring with them a combined total of 55 years of experience. Sally Zeff, Project Director, has more than 25 years of experience in environmental consulting, management, permitting, and planning. Terry Rivasplata, Project Manager, has more than 30 years of experience in environmental analysis and is a former Deputy Director for the Governor's Office of Planning and Research where he drafted multiple comprehensive updates to the State California Environmental Quality Act (CEQA) Guidelines.

ICF Jones & Stokes has experience in preparing comprehensive general plan updates and related environmental reviews for both counties and cities. Their county clients have included Monterey, Imperial, El Dorado, Alameda, Mariposa, Inyo, Del Norte, Sutter, Marin, and Sacramento. Their local experience includes preparation of a general plan update and master environmental impact report for the City of Modesto in 2000. In 2005, when the County first looked at preparing a Comprehensive General Plan Update, IFC Jones & Stokes, at the time Jones & Stokes, was selected by the evaluation committee as having the top proposal. The 2005 update process never moved forward due to project funding limitations. Since then, the County has established a General Plan Maintenance Fee to cover the project costs.

One of ICF Jones & Stokes strengths is their experience and knowledge in the areas of greenhouse gas and climate change analysis and policy development; which will be a primary component of the General Plan Update and related environmental review due to State law requirements. In 2009 and 2008, ICF Jones & Stokes assisted the California Air Pollution Control Officers Association in preparing two publications on the issue of greenhouse gases and climate change and drafted climate change General Plan policies for the City of Livermore and the Counties of Monterey and San Bernardino. They have also sponsored and spoken at numerous conferences on the topic of SB 375 (2008) which establishes regional targets for greenhouse gas emissions tied to land use.

In order to address any unexpected costs, a contingency fund in the amount of \$40,000, approximately five percent of the total project cost, is proposed as part of the project.

POLICY ISSUES:

The Board of Supervisor's should consider that the award of contract for the Comprehensive General Plan Update will enhance all the Board's priorities of promoting a safe community, a healthy community, a strong local economy, effective partnerships, a strong agricultural economy/heritage, a well-planned infrastructure system, and the efficient delivery of public services.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

ATTACHMENTS:

1. Draft Contract with RFP Scope of Work and Consultant's December 2009 Response the Scope of Work
2. Financial Transaction Sheet

CONTACT PERSON:

Kirk Ford, Director. Telephone 209-525-6330

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and Jones & Stokes Associates, Inc., a Delaware corporation authorized to conduct business in the state of California and a wholly-owned subsidiary of ICF International, hereinafter referred to as "Consultant".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1. Scope of Services: Upon receipt of the County's written authorization to proceed, the Consultant shall provide County with a Comprehensive General Plan Update and Airport Land Use Plan Update. Consultant shall provide such services in accordance with the specific tasks as set forth in Exhibit A.

Consultant shall provide the professional services described in the County's Request for Proposal #09-16-CB issued by Stanislaus County GSA Purchasing Division; Consultant's responding proposal; Notice to Proposers; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement and those set forth in the RFP, then in such case, the terms and conditions of this Agreement shall prevail.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. County hereby authorizes Consultant to engage (a) Willdan Financial Services, (b) Fehr & Peers and (c) Mead & Hunt for performance of duties and services as set forth in Exhibit A.

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedules set forth in Exhibit B, attached hereto and made a part of this Agreement (collectively, the "Fee Schedule"). Consultant's compensation shall in no case exceed Eight-Hundred Twenty-Six Thousand Four-Hundred Three Dollars (\$826,403.00).

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in Exhibit A (Scope of Work) attached hereto. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. except as set forth in Exhibit B. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Management Plan to be developed as part of Tasks 1 and 10 as set forth in County's Request for Proposal #09-16-CB, incorporated herein by reference. The Project Management Plan may be amended by mutual agreement of the parties but shall not exceed two years from the date of contract execution unless the Project Management Plan is amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays nor lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit B. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished

design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Two Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), per claim, in the aggregate, covering the negligent acts, errors, or omissions of Consultant in connection with the performance of Consultant's services. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
 - (b) Services, products and completed operations of the Consultant;
 - (c) Premises owned, occupied or used by the Consultant; and
 - (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs,

losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A:-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Planning Department, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Director: Sally Zeff
- b. Project Manager: Tony Rivasplata

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

County of Stanislaus
Attn: Purchasing Agent
1010 10th Street, Suite 5400
Modesto, California 95354
(209) 525-6319

If to Consultant:

Jones & Stokes Associates, Inc.
630 K Street, Suite 400
Sacramento, CA 95814

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall

constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

7.11. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.12. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.13. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.14. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this

Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.18. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.19. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.20. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.21. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.22. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

7.23. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

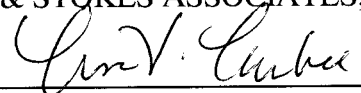
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

By: 
Kirk Ford, Planning Director

Approved: Board of Supervisors' Resolution
#2010-068
Dated February 9, 2010

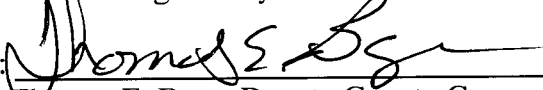
CONSULTANT
JONES & STOKES ASSOCIATES, INC.

By: 

Typed Name: Lisa V. Lorrabee
Corporate Title: Senior V.P.

APPROVED AS TO FORM:

John R. Doering County Counsel

By: 
Thomas E. Boze, Deputy County Counsel

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EXHIBIT A

Stanislaus County General Plan Update

The following scope of work is based on the overarching assumption that the County General Plan Update (GPU) will proceed from data collection and evaluation of existing General Plan adequacy, to workshops and other activities to develop alternative planning scenarios or updates, to preparation of the Program EIR to analyze the potential impacts of the preferred alternative General Plan, and finally to the approval hearings. We assume that the Airport Land Use Comprehensive Plan (ALUCP) update will proceed on a parallel basis, and that it and the GPU will both be analyzed in the Program EIR. As discussed below, the role of the consultant team will be to advise and assist Department staff on the GPU, to prepare the Program EIR, and to take the lead on the ALUCP, with County involvement.

The following tasks describe the work to be done by the consultant team, in the context of the GPU.

Revised Scope of Work (December 2009)

Task 1. Project Management

The Department and its staff will be primarily responsible for preparing the GPU. ICF Jones & Stokes' team will assist the Department by collecting and assimilating information for the County's use from a broad variety of sources. We will also provide products such as technical reports, financial strategy, Program EIR, and draft ALUCP update.

A fundamental objective of the successful collaboration between the Department and ICF Jones & Stokes is open and free communication. In that vein, the first task in this scope of work is to work with County staff in their preparation of a project management plan.

Start-Up Meeting

ICF Jones & Stokes' project manager, key task leaders, and subconsultants will meet with Department staff in a start-up meeting to discuss the County's expectations for the project management plan and to establish protocols for communication between the County (and its departments and committees) and ICF Jones & Stokes' team. We will discuss the County's objectives for the GPU, its specific expectations for the ICF Jones & Stokes team, the anticipated route to be taken to adoption of the GPU, and the tasks of and relationships between the Department's staff, General Plan Update Committee, General Plan Technical Committee, Planning Commission, and Board of Supervisors.

Draft Project Management Plan

ICF Jones & Stokes will work with Department staff in their preparation of a detailed work program including a project management and tracking system.

Key ICF Jones & Stokes in-house staff members have a complementary and broad set of skills. Our project director, Sally, is a planner with over 30 years experience on planning projects throughout California. Terry, our project manager, is a CEQA expert and planner, and the task managers are project planning veterans. We will assist the County in describing the interaction among this management team, as well as its interaction with the County and its departments.

Ongoing Activities

As the comprehensive GPU proceeds, ICF Jones & Stokes will undertake a number of activities to ensure communications between Department staff and ICF Jones & Stokes' team. These will include:

- Quarterly progress reports during the project to the General Plan Update Committee and the Technical Committee. ICF Jones & Stokes will assist the Department in preparing an agenda and a report of each

meeting. We assume that ICF Jones & Stokes will assist in preparing up to eight of these reports during the term of the project. We will attend up to four meetings each of the Update and Technical Committees. We assume that both the committees will meet on the same day allowing us to attend both during one trip to Modesto.

- Monthly progress and status meetings with the Department, which may include other departments and agencies. We assume that ICF Jones & Stokes will attend up to three face-to-face meetings during the term of the project. The face-to-face meetings would be to: 1) discuss the administrative draft GPU; 2) the administrative draft EIR; and 3) the responses to comments or the final EIR. Otherwise, we will conduct these meetings as telephone conferences.
- Agendas and Reports to the General Plan Update Committee and General Plan Technical Committee on the status and progress of the GPU. ICF Jones & Stokes will assist the Department in drafting these reports. We assume that ICF Jones & Stokes will assist in preparing up to eight of these reports during the term of the project.

Task 2. Current General Plan Goals and Policy Review

We understand that the Department staff will take primary responsibility for this task; we will provide technical support as requested. We anticipate that we may prepare technical reports on the following topics highlighting areas where modifications, additions, or deletions of the current General Plan may be necessary. We will focus our work on the technical reports to providing information that is new and topical. While termed "technical," the reports will be written for general consumption and to provide background information about these subjects. For example, they will not involve primary research or modeling.

- GHG emissions, climate change, and California land use policy;
- The relationship of SB 375 and the "Blueprint" to the County General Plan;
- Air quality and land use;
- Traffic and land use;
- Basics of financing public improvements;
- Floodplain management, and
- Water supply analysis after the *Vineyard Area Citizens* decision.

For purposes of the traffic and land use report, Fehr & Peers will provide limited technical support and recommendations regarding changes to the land use, transportation, and air quality policies in regard to GHG emission reductions and the provision of complete streets. Fehr & Peers will also assist in the preparation of a document outlining the current state of the practice for transportation planning.

Task 3. Countywide Planning Data Inventory

In this important task, ICF Jones & Stokes' team will assist Department staff in preparing a comprehensive assessment and update of the data, inventories, plans, programs, and mapping requirements for the GPU. The result will be a comprehensive list of the data needs for each general plan element and the available databases that may provide this information. The information will be used in later tasks for both the GPU and its Program EIR.

ICF Jones & Stokes' team will assist Department staff in developing new information useful for examining alternative planning strategies and determining impacts of growth. Where practical, this information will be used in the "environmental setting" sections of the Program EIR. Expected subjects of study include the following:

- Aesthetics and Visual Resources,
- Air Quality (including GHGs),
- Biological Resources and Wetlands,
- Cultural Resources,
- Agricultural Resources,
- Geology, Soils, and Mineral Resources,
- Hazards and Hazardous Materials,
- Projected Population/Housing & Commercial Demand,
- Hydrology (including floodplains) and Water Quality,

- Water Supply,
- Land Use, Open Space and Recreation,
- Noise,
- Public Services and Utilities, and
- Transportation and Circulation.

Based on the existing conditions and legal and regulatory review, our staff will provide new information relating to the constraints and opportunities to implement the program strategies of the County for growth, resource protection and the provision of public facilities within the GPU. Special attention will be paid to the Land Use Element and associated City General Plans in the region to accommodate projected growth and the desired regional character.

The RFP for the GPU calls for an evaluation of the adequacy of the current General Plan's land use designations to support projected growth in Task 3. We propose to perform that analysis during Task 5 in order to avoid redundant work.

The transportation-related data and mapping from the current Circulation Element will be updated based on available information and limited new data collection. This will include existing and future:

- Functional classification of County roads;
- Pertinent traffic (daily traffic volumes) and travel information available from the County, StanCOG, and Caltrans;
- StanCOG Regional Transportation Plan
- StanCOG Regional Expressway Plan
- Transit services and facilities;
- Bicycle facilities;
- Major pedestrian and trail facilities;
- Aviation facilities; and
- Goods movement facilities, including rail.

Fehr & Peers will work with staff to obtain the needed data to complete our inventory of the transportation network in the County. Existing roadway operations will be evaluated by comparing daily roadway volumes to roadway segment capacities, based on the type of roadway, number of travel lanes, and traffic control devices. Because Fehr & Peers has worked on a number of projects throughout the County, we have recent counts at a number of locations. The locations where existing count data is available will be summarized for project team review, and traffic counts will be collected at an additional 10 roadway segments, to be selected in concert with County staff. The number of analysis locations will include locations with new counts and other locations where existing volumes are available from other sources.

Future land use data and projections will be provided (at the traffic analysis zone level of detail) to Fehr & Peers by others for import into the travel demand forecasting model. Fehr & Peers will use the StanCOG model to develop future traffic forecasts. It is our understanding that two sets of land use forecasts, the "No Project" and "Preferred Project" condition will be developed and tested. Fehr & Peers will run the model to develop daily traffic projections and conduct roadway segment level of service/capacity analysis and VMT estimates. Fehr & Peers will review the results and make suggestions such as land use changes and or transportation system changes to reduce roadway congestion and VMT.

Task 4. Review of Federal, State, and Local Laws, Regulations, and Plans

As the ICF Jones & Stokes team conducts an assessment and data inventory under Task 3, we will assist the Department in reviewing relevant federal, state, and local plans, programs, and regulations, including the State General Plan Guidelines, that may affect the County's general plan elements. Using this information, we will independently review the content of the existing general plan for incompleteness and any conflicts with statute or regulation.

Special attention will be paid to laws regulations and plans that impact the planning process such as the San Joaquin Valley APCD's land use/air quality guidelines, SB 18 (Native American consultation), the floodplain management statutes of 2007, SB 375 of 2008, the *Vineyard Area Citizens for Responsible Growth v. City of Rancho Cordova* (2007) 40 Cal.4th 412 water supply decision, the Mayors' Growth Strategy, and the Valley

Blueprint. The technical reports prepared by the ICF Jones & Stokes team in Task 2 will provide some of the information needed for this task.

We will provide the Department with a memo describing the results of our review.

If the assessment identifies additional work needed beyond the scope of work to update the general plan, ICF Jones & Stokes will prepare a supplemental scope of work and budget for the additional work. ICF Jones & Stokes will not begin work to carry out any supplemental scopes of work and/or budget without prior approval by the County.

Task 5. Policy Analysis and Implementation Measures

General Plan Internal Consistency Review

The Department will undertake a review of the existing general plan's internal consistency, with the assistance of ICF Jones & Stokes.

Our team will assist in analyzing whether the amount of land currently identified for future residential, commercial and industrial development is adequate to accommodate projected population growth. We propose to do this work here in Task 5 to take advantage of data developed in the Market Analysis.

We will assist the Department and the General Plan Technical Committee in preparing interim reports, technical materials and presentation materials to graphically illustrate the findings of this analysis. We assume that we will participate in up to two public workshops with the General Plan Update Committee and/or Board of Supervisors to present technical materials and participate in policy discussions.

Public involvement programs are a special emphasis of our firm. Although we understand that County staff will lead the public involvement program, we have included in our scope a limited amount of assistance from our public involvement specialists and graphic artists to support County staff in up to five public workshops with the Board of Supervisors, helping to tailor materials and presentations to achieve the goals of the staff and working committees, whether the goal is to present information, gather input from the workshop participants, or both. This does not include ICF Jones & Stokes staff's attendance at any workshops beyond the two identified above.

Market Analysis of Preferred Land Use Diagram

As part of the process of developing the GPU the County will prepare alternative land use diagrams. From these, and we assume after public workshops, a preferred land use diagram will be selected by the County. This subtask will occur after selection of the preferred land use diagram.

The objective of this task is, based on the amounts of different uses proposed in the Preferred Land Use Diagram, to evaluate the adequacy of land supply in residential, commercial, and industrial uses given projected growth in the County.

Willdan Financial Services will evaluate and compare growth projections for the County and its unincorporated areas in residential, retail, office, and industrial use categories. Next, Willdan Financial Services will translate growth in population, housing, or employment into unincorporated space and acreage requirements countywide.

Based on market conditions and a collection of proposed residential and nonresidential development in each of the County's cities, the County's competitive strengths and weaknesses versus city growth sites will be described. From this data, we will estimate the unincorporated County's capture of future market production in each land use.

The resulting demand estimate will be compared to quantities of acreages and their employment and population densities from the Preferred Land Use Diagram. The County may make adjustments to the size of various designations to bring the land use mix into better balance with market requirements.

We will provide the County with one administrative draft and one final draft of a technical memorandum containing a market analysis of the supply of residential, commercial, and industrial land.

Task 6. Public Facilities, Infrastructure and Services Capacity Analysis

Department staff will estimate the public infrastructure, facilities, and services necessary to support future growth under the proposed General Plan. Also, the Department will examine the capacity of the County and special districts to serve projected growth. Technical information developed as part of Task 3 will be used by County staff for this task. This information will identify roadway system deficiencies. Fehr & Peers will work with County staff to identify an order of magnitude cost for each mile of new roadway by classification. This information can be used by the team to identify preliminary costs to provide transportation improvements support anticipated County and regional growth. Department staff, with the assistance of the ICF Jones & Stokes team, will work with the General Plan Technical Committee to develop strategies to ensure that sufficient infrastructure will be provided to support the development envisioned during the life of the general plan; inclusive of, but not limited to the County's Capital Improvement Plan, Public Facilities Fees program, and StanCOG Regional Transportation Plan. ICF Jones & Stokes will assist by advising on how strategies may minimize environmental impacts and conserve natural resources.

Funding Strategy for Public Infrastructure

The objective of this task is to examine current County infrastructure funding practices and assist with: 1) consolidation of existing policies and 2) drafting of new policies supportive of development's funding a fair share of the cost of public infrastructure.

After the County has inventoried the major elements of public infrastructure required to support growth in the unincorporated area, Willdan Financial Services, of the ICF Jones & Stokes team, will meet with County staff to understand how this infrastructure will be funded using current County policies.

Based on the County's identification of funding gaps in these policies, we will then prepare a matrix of funding options not yet in use by the County but targeted to the backbone infrastructure and public facilities required by future growth. We will solicit feedback on which additions to General Plan financing policies serve County interests best. Important to the formation of a funding strategy to address future growth in the unincorporated and incorporated areas of the County are knowledge of the following characteristics of new funding mechanisms:

- Can the mechanism be used to meet project phasing requirements and generate adequate revenues, i.e. Community Facility District based on lien to value ratios?
- Is the mechanism stable enough to be retained by the voting public if its authority rests with the resulting property owners or voters, i.e., Lighting and Landscape Districts?
- Will the mechanism support or link to other County obligations such as CEQA mitigation, city-County MOUs, StanCOG's regional transportation plan, or executed development agreements, i.e., a City-County impact fee program?
- Do the mechanisms combine private and public sources of capital without placing too much of the cost burden on real estate development?

We will provide the County with one administrative draft and one final draft of a memorandum that describes the County's current funding strategy and recommends policies for use in the General Plan. These policies will address identified funding shortfalls and new infrastructure needs.

Task 7. Program EIR

The ICF Jones & Stokes team will prepare the GPU Program EIR. Close coordination will ensure that where feasible, proposed policies or implementing measures of the Plan will serve as mitigation measures for potential impacts. This will establish an overall strategy for environmental mitigation through implementation of the plan policies. The Program EIR will rely on information generated for the GPU, in particular the Countywide Planning Data Inventory prepared in Task 3, to the extent possible.

Task 7.1 Meet with County Staff

ICF Jones & Stokes' project manager will meet with Department staff to discuss the Program EIR and to finalize the approach. We will discuss the project description, level of detail to be used in analyzing impacts, availability of

information from the Planning Data Inventory (Task 3) for use in preparing the Program EIR, coordination between the Program EIR and the GPU's consultation and public outreach program, and other pertinent matters. We will also identify a preliminary list of alternatives for consideration in the Program EIR.

Task 7.2 Prepare Notice of Preparation

ICF Jones & Stokes will prepare a Notice of Preparation (NOP) for County distribution. The NOP will include the Project Description, a location map, a list of potentially significant effects, and contact information. The NOP also will announce the time and place of the scoping meeting. ICF Jones & Stokes assumes that the NOP will not exceed 12 double-sided pages in length and that it will not be necessary to submit printed copies of the NOP to the County for distribution. We will provide an electronic copy, suitable for printing by the County. ICF Jones & Stokes will submit one printed copy to the State Clearinghouse, along with a notice of completion form. We assume that the County will be responsible for distributing the other copies.

ICF Jones & Stokes will also prepare a notice to be sent to all water agencies within the County that have 3,000 or more connections requesting that they submit water supply assessments, pursuant to SB 610 (California Water Code Section 10910, et seq.). The County will be responsible for distributing this notice to the applicable water agencies.

ICF Jones & Stokes assumes that, pursuant to SB 18 of 2004, the County will consult with the Native American tribes with interests in Stanislaus County and will contact with the Native American Heritage Commission to obtain a list of the pertinent tribes and tribal representatives. Any consultations that result from this solicitation will be part of the GPU and separate from preparation of the Program EIR.

Scoping Meeting

ICF Jones & Stokes' project manager and another staffer will attend one public scoping meeting on the Program EIR. The purpose of the meeting will be to offer agencies and the public an opportunity to provide preliminary comments on the potential environmental effects of the GPU. ICF Jones & Stokes will provide the County with a notice for reproduction and distribution that announces the time and place of the scoping meeting. We will also provide a sign-in sheet and comment form for attendees. The County will be responsible for arranging the meeting place.

ICF Jones & Stokes will take notes of any verbal comments received and, in cooperation with Department staff, prepare a written summary of those comments for inclusion in the Draft Program EIR as an appendix.

Task 7.3 Prepare Administrative Draft Program EIR

The ICF Jones & Stokes team will prepare the administrative draft Program EIR in compliance with requirements of CEQA, the State CEQA Guidelines, and Stanislaus County. As provided in CEQA Guidelines Section 15146, the level of detail in the Program EIR will be commensurate with the level of detail in the General Plan update – that is, general. Even so, the Program EIR will be written with the expectation that it will be the foundation for the environmental analyses of future projects that are consistent with the updated General Plan. A suggested format for the Program EIR is presented here.

Executive Summary

The Executive Summary of the Program EIR will include a summary description of the GPU, and a list of impacts, mitigation measures, and impact significance in table form. There will also be a table summarizing and comparing the alternatives discussed in the Program EIR. The Executive Summary will identify the impacts that were found to be less than significant, as well as identify topics of known controversy.

Introduction

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

Project and Study Area Description

The Project Description section of the Program EIR will summarize the key elements of the GPU. Information will be presented in both text and table form, as pertinent. A copy of the public draft general plan will be provided on CD-ROM in a pocket of the draft Program EIR. The description will include a statement of the objectives of the GPU. These objectives will be used, in turn, to develop the range of alternatives to be analyzed in the Program EIR. The study area for the Program EIR will be defined in text and graphically. It is expected that the study area will be the unincorporated areas of Stanislaus County. For the reader's convenience, a section of this chapter will be devoted to identifying the changes from the current general plan.

Methodology and Standards of Significance

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

Aesthetics and Visual Resources

ICF Jones & Stokes will prepare a general assessment of visual resource and aesthetic impacts of the GPU. The analysis will be prepared by ICF Jones & Stokes' visual resources staff with expertise in visual assessment, viewshed mapping, impact analysis, and landscape architecture.

The assessment will include:

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

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

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

Impacts. Potential viewshed and visual character changes as a result of the changes in the landscape resulting from implementation of the updated general plan will be addressed. These changes will be analyzed relative to visual quality and sensitive viewer groups to determine impacts. Visual resource guidelines and feasible mitigation (in the form of General Plan policies) will be identified to reduce potential project effects from general plan build-out at a programmatic level.

Air Quality

ICF Jones & Stokes air quality specialists will evaluate air quality impacts associated with new or revised goals, objectives, and policies within the GPU. We will use standard methodology and modeling techniques, taking into account mobile emissions resulting from projected traffic levels. Impacts from mobile emissions will be derived from the results of the traffic model runs prepared by Fehr & Peers. The air quality impacts associated with the alternatives will be evaluated at a lesser level of detail.

The existing air quality and air quality regulations will be summarized in the setting section. The existing air quality environment in the county will be described using data and information developed under Task 5. In the impact analysis section, the thresholds of significance will be based on San Joaquin Valley AQMD standards will be discussed and defined. There is no discrete threshold for GHG emissions; the analysis will assume that development under the general plan will result in a significant level of emissions.

Where significant impacts are identified, feasible mitigation measures will be identified. This includes measures to reduce GHG emissions. We expect that potential air quality impacts will be mitigated to some extent, but not totally,

by policies, programs, or objectives developed as a part of the General Plan. Pursuant to CEQA case law, the general mitigation measures will provide a commitment to mitigation, performance standards to be met by future mitigation, and mitigation options, where applicable. GHG reduction measures will be selected on the basis of their effectiveness and feasibility.

ICF Jones & Stokes will estimate GHG emissions resulting from future development to the year 2020 and beyond at a general level. The following subjects will be addressed in the (Preliminary Environmental Impact Report (PEIR) related to climate change:

- **Climate Change Background.** We will present an overview of climate change science, predicted emissions and impacts globally and within California, overview of the current regulatory regime in California and the U.S., and expected future actions of the state/CARB in regulation of GHG emissions. This will include a discussion of the then-current status of SB 375 implementation by the Stanislaus Council of Governments (Stanislaus COG). We will also describe the San Joaquin Valley Air Pollution Control District's *Climate Change Action Plan* (if that plan is in litigation at the time of this task, we will discuss with the County the best way to proceed). This background will also present the cumulative context for assessment of climate change by presenting an overview of the global, state, and regional emissions.
- **Impact of Development under the General Plan on Climate Change.** We will evaluate County contributions of GHG emissions under existing conditions, for "business as usual" conditions for build-out under the current general plan or under the Air Resources Board *Climate Change Scoping Plan* and related documents, and buildout under the proposed general plan. We will quantify GHG emissions associated with vehicle activity, energy/fuel consumption, industrial and commercial, and agricultural/forestry sources. We will rely on existing literature and studies for this information. Our intent is to conform the analysis to the general direction provided by the *Climate Change Scoping Plan* adopted to implement AB 32, the California Global Warming Solutions Act of 2006.
- **Impact of Climate Change on the County.** We will discuss potential impacts of climate change on the environment within the County including the potential changes in hydrology (precipitation, flooding events, etc.), agriculture (changes in growing seasons for local crops) public health (heat stress, increased ozone exceedances), and water supply (changes in Sierra snowpack, availability of Delta water, etc.) to the extent reasonable. To the extent that this information is not known at the county level, we will explain that fact.
- **Mitigation Measures to Address Climate Change.** We will identify potential policies and other feasible measures that the County will adopt to reduce GHG emissions and impacts within the County. These will be identified in the form of policies or ordinances in sufficient detail to provide performance standards or a menu of mitigation measures, thereby meeting the requirements for deferred mitigation. CAPCOA's "Model Policies for GHGs in General Plans" (June 2009) offers an objective list of suggested policies from which to develop County-specific policies. To the extent that reliable, applicable information is available, we will include measures that have quantified GHG reduction levels. Although the General Plan is expected to be adopted before Stanislaus COG adopts its SB 375 sustainable communities strategy, we will consider any related preliminary policies under consideration by Stanislaus COG for inclusion as mitigation measures.
- **Greenhouse Gas Reduction Plan (GGRP).** The County should commit to preparing and adopting a GGRP in the near future. The GGRP would identify feasible quantified methods to meet the identified reduction goal. The GGRP will include a timetable for voluntary and mandatory reduction strategy implementation, requirements for monitoring and reporting of emissions, and identify funding sources for the adopted strategies. Development of the GGRP may identify the changes to the land use designations and policies that may be needed in order to achieve the necessary reductions. Depending on whether changes to the General Plan are later proposed during GGRP development and/or if the GGRP includes measures that would have secondary environmental impacts (such as wind power development effects on migratory raptors). Additional CEQA analysis could be required to adopt the GGRP.
- **Significance Determination.** GHG emissions contribute to the cumulative impact of global climate change. CEQA case law holds that where a cumulative impact is particularly severe, even a small incremental contribution may be significant (*Communities for a Better Environment v. California Resources Agency* (2002) 103 Cal.App.4th 98). Therefore, the PEIR will conclude that until the County adopts a GGRP, there is a potential that the County will continue to contribute considerably to California and global GHG emissions.
- **Alternatives.** The alternative analysis for the PEIR will be limited to analysis of the climate change impacts of the alternatives identified in the PEIR. We assume that one of the alternatives will be aimed at reducing GHG emissions. This scope does not presume quantification of emissions associated with alternatives, but the qualitative differences will be noted in the PEIR.

Biological Resources

As part of this scope of work, ICF Jones & Stokes biological team (consisting of a wildlife/fish biologist and botanist/wetlands ecologist) will obtain and review existing information, including the California Natural Communities Database; contact the appropriate state and federal resource agency personnel (i.e., representatives of the California Department of Fish and Game, NOAA Fisheries, and the U.S. Fish and Wildlife Service); and prepare the biological resources section of the General Plan Program EIR. The environmental setting and analysis would be based on the most current and available information gathered for the Planning Data Inventory (Task 3). The EIR section will identify regulatory requirements and will identify potential impacts on biological resources resulting from proposed changes in policies and land use designations as a part of the GPU. Mitigation measures will be proposed for all identified impacts. It is expected that, to the extent feasible, potential impacts will be mitigated by policies, programs, or objectives developed as a part of the Land Use and Conservation Elements.

Cultural Resources

For the Cultural Resources section of the Program EIR, setting information will be developed as a part of the Program EIR effort. ICF Jones & Stokes' cultural resources staff will conduct research to create a comprehensive program-level setting section for the Program EIR. Potential impacts to cultural resources will be considered and mitigation measures will be developed as part of this effort.

Conduct Data Search. ICF Jones & Stokes' cultural resource specialists will conduct a review of data available for the project area. The data search will provide a preliminary review of information regarding the prehistoric, ethnographic, and historical context of Stanislaus County. The data search will include a review of available previous cultural resource studies and previously recorded sites in the vicinity of the project area and will provide a basis on which to ascertain the potential for cultural resources within Stanislaus County. Additionally, a number of historical inventories and resources will be consulted during the record search, including historic maps and General Land Office plat maps, and the National Register of Historic Places. Additional historical research will be conducted at the California State Library, if necessary. This scope does not include a record search at the Central California Information Center of the California Historical Resources Information System as such a search would be more appropriate for a project-level analysis.

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

Develop County Overview of Cultural Resources. Based on the work conducted in the data collection and consultation tasks, ICF Jones & Stokes cultural resources specialists will develop a cultural resources overview of Stanislaus County. This overview is to be a "refinement" of expectations for cultural resources in the project area and will be used as setting and context information in the Program EIR. The setting section will discuss the prehistoric, ethnographic and historic background of Stanislaus County and will identify common resource types and areas of archaeological, cultural or historical sensitivity.

The scope of work for cultural resources includes the assumption about the project and the environmental process that all relevant documents that address cultural resources will be provided to ICF Jones & Stokes in order to supplement the research effort.

Farmland

Based on the planning data inventory described in Task 3, ICF Jones & Stokes will analyze at a general level proposed land uses and their potential impacts on agricultural operations and land use. Particular attention will be given to:

- Areas where encroaching urbanization may conflict with agricultural practices, infrastructure, land values, and other economic issues;

- Potential loss of farmland to non-urban uses such as wildlife preserves, and the impact to adjoining farmland;
- Conflict with existing zoning regulations and Williamson Act Contracts; and
- Restrictions on agricultural usage due to environmental regulations and policies.

Areas to be assessed will include:

- Conversion of farmland to urban uses, as documented by the Department of Conservation's Farmland Mapping and Monitoring Program;
- Effects of proposed urban uses on any nearby agricultural operations;
- Effects of the proposed project on lands under Williamson Act contract and on Agricultural Preserves; and
- Consistency of the Land Use Element with the farmland preservation policies of the County as expressed in the Agricultural Element.

ICF Jones & Stokes will work with County staff to draft general plan policies and EIR mitigation measures that will protect agricultural and open space resources, reduce the potential for adverse impacts of agricultural operations on non-agricultural land uses, and integrate agricultural resources into broader land use policies, including the consideration of areas where new population and employment development can be accommodated appropriately.

Geology, Soils, and Mineral Resources

ICF Jones & Stokes' earth scientists will prepare a description of existing soil, geologic, and mineral resource conditions in Stanislaus County based on the data and information compiled for the Conservation/Open Space and Safety Elements of the GPU. This may include information contained in the current General Plan and the 2004 Hazard Mitigation Plan. Based on this information and professional judgment, ICF Jones & Stokes' earth scientists will assess the potential soil-, mineral resource-, and geologic-related impacts associated with the implementation of proposed general plan policies. The impact assessment will be conducted at a plan level and will utilize the impact criteria listed in Appendix G of the CEQA Guidelines. It is expected that, to the extent feasible, potential impacts will be mitigated by plan policies, programs, or objectives.

Hazards and Hazardous Materials

The hazards and hazardous materials section of the Program EIR will be based on existing information, including information on transportation routes for waste and other hazardous materials identified in the County's solid waste plans, emergency response plan, and Hazard Mitigation Plan. Information on the locations of known contamination will be collected from responsible agencies, including DTSC ("Envirostor" database) and the County Environmental Health department.

The Program EIR will present a discussion of regulatory setting and background information. In addition, the EIR will present thresholds of significance and a discussion of the methodology used to evaluate impacts. The potential general impacts of changes as a result of implementation of the updated General Plan in land uses in areas known to be subject to hazardous materials, or in areas where existing or historic uses indicate the potential for contamination will be assessed. In the event that significant impacts are identified, the EIR will recommend appropriate mitigation measures, consisting of policies and programs for adoption in the Safety and Land Use elements of the General Plan.

Population and Housing

The ICF Jones & Stokes team will evaluate whether implementation of the General Plan has the potential to induce substantial population growth in an area, either directly or indirectly, displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere, and/or displace substantial numbers of people, necessitating the construction of replacement housing. This will be a general analysis, not a site-specific one. In particular, we will evaluate potential impacts of the General Plan on housing needs for low- and moderate-income households and ensure that implementation measures in the Land Use and Housing elements adequately address those impacts.

Our evaluation will rely on information contained in the General Plan Housing Element, as well as population and economic projections available from the California Department of Finance and the County Economic Development Department.

Hydrology and Water Quality

The Program EIR will address existing conditions, the potential for impacts, and any necessary mitigation related to hydrology, flooding, water quality, and water supply. ICF Jones & Stokes will review existing information, including the Planning Data Inventory to be prepared in Task 3, the Administrative Draft General Plan, and relevant reports by the Regional Water Quality Control Board (RWQCB), the California Department of Water Resources, and the affected Flood Control Districts, and other agencies and sources to prepare the water resources section of the EIR. We will examine the latest floodplain maps (Best Available Maps) and Levee Flood Protection Zone maps available from the Department of Water Resources.

The documents mentioned above provide a sound basis and technical methodology for evaluating general water resource impacts of the proposed General Plan Update. The Program EIR will identify significance thresholds based on County guidance, the CEQA Guidelines, and the professional judgment of ICF Jones & Stokes staff. Based on these thresholds, ICF Jones & Stokes will prepare a detailed discussion of impacts associated with the General Plan Update, and design feasible mitigation measures in the form of General Plan policies to avoid, reduce or eliminate these impacts. The level of significance associated with each impact will be clearly identified both prior to and following mitigation.

ICF Jones & Stokes anticipates that the following key areas will be addressed:

Setting. The setting will include a description of the surface hydrology and hydrogeology of the County. Federal Emergency Management Agency (FEMA)-and Department of Water Resources-identified floodplains will be mapped, and surface and groundwater quality will be documented using available data. Relevant federal, state, and local regulations and agencies will be described, including provisions of the federal Clean Water Act, the state Porter-Cologne Water Quality Control Act, the State's 2007 floodplain management legislation, and the permitting and regulatory authority of the RWQCB. The Planning Data Inventory from Task 3 will serve as the primary basis for preparing setting information.

Drainage and Flooding. The Program EIR will address, on a broad scale, the potential for increased runoff as a result of buildout of the General Plan Update, and any related impacts to drainage systems in the County and downstream. The existing storm system infrastructure will be considered, as well as the FEMA- and Department of Water Resources-identified floodplains. Risks to people or structures as a result of potential construction within the floodplains will be addressed. The floodplain management statutes enacted in 2007 will be considered in the analysis.

Water Quality. The EIR will identify any potential broad-scale impacts related to water quality as a result of General Plan buildout. This qualitative analysis will consider sources and types of pollutants based on the proposed land uses. Impacts both within the County and downstream will be addressed, and feasible mitigation measures will be developed to reduce impacts below significance thresholds.

Water Supply. The Program EIR will address water supply and demand during buildout of the General Plan, including water demands associated with various land uses, including municipal, industrial, commercial, and agricultural. It will identify current and future sources of both surface and groundwater and their anticipated sufficiency. It will discuss issues including but not limited to, water reclamation, aquifer storage and recovery, wellhead treatment, and obtaining additional surface water rights. Potential water quality problems resulting from use of these water resources will be discussed. Impacts related to insufficient water supply will be addressed through the development of mitigation measures in the form of General Plan policies. This analysis will consider the basic rules for water supply assessment established by the California Supreme Court in *Vineyard Area Citizens for Responsible Growth v. City of Rancho Cordova* (2007) 40 Cal.4th 412.

Land Use and Recreation

The ICF Jones & Stokes team will develop a setting section for the Program EIR that will provide information on existing land uses, and applicable plans and ordinances affecting land uses in the County's planning area. The focus of the analysis and mitigation measures will be on land use patterns that could physically divide an established community; potential conflicts with established land use plans, policies, or regulations; and potential conflict with applicable habitat conservation plans. It is expected that, to the extent feasible, potential land use impacts will be mitigated by policies, programs, or objectives developed as a part of the Land Use Element and the other elements of the General Plan.

Noise

ICF Jones & Stokes will evaluate broad-scale noise impacts associated with new or revised goals, objectives, and policies within the updated general plan noise element. The noise impacts associated with the alternatives will be evaluated qualitatively in reference to the project.

In the setting section, existing noise regulations will be summarized. The existing noise environment in the county will be described using data and information developed under Task 3 and any relevant information from the existing General Plan.

In the impact section, thresholds of significance based on county noise standards will be discussed and defined. Projected traffic, rail, and aircraft noise conditions and related noise impacts associated with the general plan will be evaluated using the data collected under Task 3. Noise contour maps will be prepared that illustrate the projected noise levels near major noise sources (i.e., traffic, railroad, airport, and high speed rail corridors). These maps will be used in the General Plan Update to meet the statutory requirements for the Noise Element.

Where significant noise impacts are identified, program level mitigation measures will be identified and discussed. It is expected that, to the extent feasible, potential noise impacts will be mitigated by policies, programs, or objectives developed as a part of the Noise Element.

Public Services and Utilities

Potential needs will be identified as a part of the Public Facilities, Infrastructure and Services Capacity Analysis (Task 6) for the following facilities:

- Public safety (police/fire stations) and emergency services,
- Parks,
- Solid waste,
- Schools,
- Transportation,
- Sewer,
- Water, and
- Health and family services.

Based on the analysis in that analysis, potential effects of the implementation of the updated General Plan on public services will be identified. It is expected that, to the extent feasible, potential impacts will be mitigated by policies, programs, or objectives developed as a part of the Land Use Element or other elements of the General Plan.

Regulatory issues that are pertinent to the above services will also be detailed. Information will be collected as necessary through discussions with service providers to describe the existing conditions and levels of service.

Transportation and Circulation

Fehr & Peers will prepare the transportation section of the General Plan Program EIR. This effort will identify impacts associated with the General Plan for the roadway, transit, bicycle, pedestrian, aviation, rail, and goods movement components of the transportation system.

Setting. The setting information will be obtained directly from the current circulation element with updates per Task 3.

Review and Refine Significance Criteria. We will develop significance criteria in coordination with County staff to accurately portray the unique impacts associated with a GPU.

Impact Analysis. The analysis from Task 3 will be revised to reflect further land use and transportation system changes. New projections will be developed and the roadway segment analysis will be revised. VMT estimates will be developed and provided for the air quality/GHG assessment for the No Project and Project conditions.

Alternative Analysis. In order to address greenhouse gas issues, vehicle miles of travel will be calculated for two project alternatives, in addition to the No Project Alternative, using the StanCOG model. The scope of work

assumes that we will be provided the land use and roadway network information to use in the assessment of project alternatives.

Should a greenhouse gas reduction alternative be developed, Fehr & Peers can assist the County in applying Proposition 84 Grant Funds. These funds can be used towards the refinement of the transportation assessment, as the intent of Proposition 84 funding is to support the data gathering and model development necessary to comply with SB 375 and promote the objectives of the Strategic Growth Council. Applications for local governments are expected to be available in early 2010, with funds allocated by July 2010.

The grant funding could be used to develop a 4-Ds smart growth analysis tool that is specific to Stanislaus County. This tool allows planners to represent the effect that each of the 4-Ds (residential and job **density**, neighborhood **design**, **diversity** of land uses, and proximity to **destinations**) has on the number of vehicle trips and vehicle miles traveled while holding other factors (household size, income, etc.) constant. The development of this tool was originally sponsored by the U.S. Environmental Protection Agency and has since been implemented in the Smart Growth Index and Place3s sketch planning tools. The 4-Ds methodology is currently being used to help the Sacramento Area Council of Governments (SACOG) develop a long-range vision for the region. The tool has been integrated in the regional Place3s model and is a key component of the visioning process, as it allows member agencies to experiment with different land use and smart growth policies and see the effect they would have on regional vehicle trips and vehicle miles traveled. A detailed scope and fee estimate for this optional task will be prepared should funding become available.

Impact Statements and Mitigation Measures. Significant impacts will be identified and appropriate mitigation measure will be recommended. It is envisioned that, to the extent possible, the General Plan will be "self-mitigating" by incorporating policies to offset potential impacts.

Alternatives

This chapter will examine three project alternatives, including the no-project alternative. The no-project alternative (as provided under State CEQA Guidelines Section 15126.6), will be defined as build-out under the current County General Plan and its community plans. The Program EIR will also analyze two project alternatives that will meet most or all of the update's objectives while substantially reducing or avoiding one or more of its impacts. In general, the alternatives will be examined at a lesser level of detail than the project itself. With the exception of the traffic analysis, as described above, the impacts of the alternatives will be identified qualitatively and will allow for a comparison with the project and between alternatives. Mitigation measures will be identified for the impacts identified with the alternatives as necessary. We assume that one of the two project alternatives will offer a reduction in greenhouse gas emissions in comparison to buildout of the General Plan Update.

Cumulative Impacts

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

The ICF Jones & Stokes team will work with the Department to determine the background for the cumulative impact analysis. It is expected that the background for the cumulative impact analysis will include buildout of the City General Plans for the cities in the County, and may include development on the borders of the County.

Growth-Inducing Impacts

The chapter will discuss the growth-inducing impacts of the updated plan. This discussion will include those aspects of the plan that are intended to foster "smart growth" or growth based on balanced funding. However, this will not result in a finding that the plan is not growth inducing. Because a general plan by its very nature enables future growth, it is almost always growth inducing.

Significant, Irreversible Environmental Changes Resulting from the Project

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

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

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

Administrative Draft Program EIR (ADEIR) Document Preparation

ICF Jones & Stokes will submit five printed copies of the ADEIR, plus an electronic copy to the Department for review and comment. ICF Jones & Stokes assumes that the Department will provide one set of consolidated comments on the administrative draft EIR, including any comments from the General Plan Technical Committee. We also assume that only one review of the administrative draft will be necessary. A second round of review and revision is outside the scope of this proposal.

Task 7.4 Prepare Draft EIR

Following receipt of the Department's comments on the administrative draft Program EIR, ICF Jones & Stokes will meet with Department staff to review the County's comments and agree on the appropriate revisions in response to those comments. Following this meeting, ICF Jones & Stokes will prepare the draft Program EIR, incorporating changes in response to the County's comments on the ADEIR. ICF Jones & Stokes will submit 20 printed copies, plus one reproducible electronic copy on CD of the draft Program EIR.

ICF Jones & Stokes will prepare a notice of availability pursuant to State CEQA Guidelines Section 15087 that the County can use to advertise the availability of the Draft Program EIR for public review. The County will be responsible for filing a copy of this notice with the Stanislaus County Clerk and any local responsible agencies or agencies with jurisdiction by law, and for providing public notice by one or more of the methods specified in State CEQA Guidelines Section 15087.

ICF Jones & Stokes will deliver 15 copies of the Draft Program EIR to the State Clearinghouse, accompanied by a notice of completion, to begin the state agency review process. Consistent with the direction of the Clearinghouse, each of these copies will consist of a printed executive summary and two CDs with the draft Program EIR/General Plan Update (one CD being the draft Program EIR and one CD being the draft General Plan Update). After delivery, we will give the Department a copy of the stamped notice of completion indicating the start of the review period. ICF Jones & Stokes will coordinate its efforts with the Department to ensure that local notice and submittal to the State Clearinghouse occur on the same day.

Task 7.5 Prepare Administrative Draft Response to Comments and Final Program EIR

Following the close of the public comment period on the draft Program EIR, ICF Jones & Stokes will prepare responses to all of the comments received on the EIR. We have assumed that, although there will be a high level of public interest and comment on the Draft Program EIR, many of the comments will be directed at the draft Plan and not environmental issues. For this reason, we have assumed a moderate level of effort for response to comments on the Draft Program EIR. A total of 100 hours have been allocated to preparation of the responses to comments. If additional work is required due to a higher than expected level of public comment, we would provide the Department with a description of the additional work required and the additional cost associated with that work.

We assume that the Department will supply us with a complete copy of all comments to which the County expects responses to be prepared. This will include written, verbal, and e-mail comments received during the Draft Program EIR's review period. If comments are received after the end of the public review period, we will discuss with Department staff whether the Department wishes us to prepare written responses to those comments as well. If sufficient budget remains, we will prepare these responses under that budget, however, if the response would exceed the allocated hours, we will provide the Department with a cost estimate and request a budget augmentation.

We recommend early coordination between ICF Jones & Stokes and the Department on the appropriate level of response to the comments. ICF Jones & Stokes will prepare a table listing all comments with the proposed

approach to responding to each comment. Following Department review of this table, ICF Jones & Stokes will meet with the Department to discuss the approach to response preparation, resulting in agreement on the approach for each comment.

The final Program EIR will include:

- The comments received on the Draft Program EIR,
- Responses to those comments,
- Program EIR text, revised as necessary based on responses to comments on the draft Program EIR, and
- Mitigation monitoring program (MMP), revised as necessary based on responses to comments on the draft Program EIR and changes in the Program EIR text.

ICF Jones & Stokes will submit an electronic copy of the administrative draft final Program EIR to the County for review and comment. ICF Jones & Stokes assumes that the County will provide us with one set of consolidated comments on the administrative draft final Program EIR.

7.6 Prepare Final EIR

Following receipt of the Department's comments on the administrative draft final Program EIR, ICF Jones & Stokes will meet with Department staff to review all of the County's comments and agree on the appropriate responses. Following this meeting, ICF Jones & Stokes will prepare the final Program EIR, incorporating changes in response to the Department's comments on the administrative draft. For CEQA purposes, the formal Final EIR will consist of two documents: this final Program EIR and the draft Program EIR.

ICF Jones & Stokes will submit 20 printed copies of the final Program EIR, plus one reproducible electronic copy on CD of the final Program EIR and Mitigation Monitoring Plan.

Task 7.7 MMP

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

The MMP will:

- Identify each impact of the project that will be mitigated,
- Contain a brief explanation of each relevant mitigation measure,
- Specify the agency or individual responsible for implementing and monitoring each mitigation measure and the specific qualifications for monitoring and reporting personnel,
- State when and how frequently each mitigation measure should be implemented,
- Provide details of the monitoring program, if pertinent, and
- Present the specific criteria for judging successful implementation of each measure.

The County will be responsible for ensuring full compliance with the provisions of the MMP.

ICF Jones & Stokes will coordinate with the Department during preparation of the administrative draft MMP regarding the format of the MMP and the relative monitoring responsibilities of County agencies. ICF Jones & Stokes will submit an electronic copy of the draft MMP to the Department for review and comment along with the administrative draft final Program EIR. Following the County's review, ICF Jones & Stokes will prepare the final MMP, incorporating the Department's comments, and it will be available for adoption at the time the GPU is approved by the Board of Supervisors.

Task 7.8 Prepare Findings of Fact and Statement of Overriding Consideration

ICF Jones & Stokes will prepare draft findings for each impact identified in the Final EIR, as required by State CEQA Guidelines Section 15091, and a statement of overriding consideration for significant impacts found to be

unavoidable, pursuant to State CEQA Guidelines Section 15093. We will work in cooperation with Department staff and Counsel in drafting the findings and provide an administrative draft in electronic form for County review. Following review and comment of the draft findings by the County, ICF Jones & Stokes will provide an electronic copy of the revised findings and statement of overriding considerations for the County's use in approving the GPU.

Task 7.9 Attend Public Hearings

ICF Jones & Stokes staff will attend up to two public hearings at which to describe the EIR and its findings. Our staff will be prepared to summarize the findings of the EIR and to respond to questions from staff, decision-makers, and the public. We will prepare a concise PowerPoint presentation summarizing the findings of the EIR for each. We assume that these will consist of one meeting each before the Planning Commission and Board of Supervisors.

Re-circulation. Re-circulation of an EIR prior to certification by the decision makers entails substantial additional work, based upon the particular issues that necessitate re-circulation. If all goes well, re-circulation should not be required. At this time, no one knows whether re-circulation of the Program EIR would be necessary, nor what the issues triggering recirculation might be. We have no basis to determine what the scope of work might be if re-circulation were to be required. For this reason, in this scope of work, we assume that no re-circulation of the Program EIR will be necessary. If re-circulation is necessary, we will provide the Department with a scope and cost for the work associated with re-circulation and responding to additional comments.

Task 8. Public Outreach Program

ICF Jones & Stokes will provide assistance to the Department during all phases of the public outreach program for the GPU. This will include providing resource materials and graphics for the online newsletter and bulletin board to be created and maintained by the Department. We will also provide materials and graphics for the public workshops and hearings.

We assume in this scope that ICF Jones & Stokes staff will attend the public scoping meeting related to the CEQA Notice of Preparation, and a public meeting on the Draft Program EIR. ICF Jones & Stokes project manager and other team staff, as may be needed, will also attend up to two public hearings (one for the Planning Commission and one for the Board of Supervisors) on the General Plan. Attendance at meetings associated with the Program EIR is scoped under Task 7.

Fehr & Peers will attend three staff-level meetings and two public hearings in relation to the EIR.

Task 9. Document and Database Format

All reports and documents will be provided to the County in the formats specified in the RFP. We will provide all key documents to the Department on a regular basis as work progresses for retention in the County's administrative record.

Task 10. Airport Land Use Commission Plan Update

General Approach

Mead & Hunt proposes to revise the Stanislaus County ALUCP to create a relevant, useful guidance document that can be used by the ALUC, county and city planners, and other decision makers to inform subsequent land use decisions and determine the consistency of such decisions with airport compatibility factors. The document will address the three airports identified in Table 1 and will provide ALUC procedural policies applicable to Crows Landing Airport.

Contacts Nearby Jurisdictions	Jerome Thiele, Airport Manager City of Modesto, City of Ceres
Considerations/ Special Conditions	<p><i>Master Plan/Airport Layout Plan (ALP):</i> The County's existing ALUCP was based on the Airport's 1976 Master Plan. A subsequent master plan was approved in April 1993. The most recent ALP set was approved in July 2005 and can be used in the proposed ALUCP. The Modesto Airport is pursuing another ALP update with a supporting five-year Program Narrative Summary; some of this material may be available in time for use in the ALUCP.</p> <p><i>Planned Revisions:</i> The Airport's Capital Improvement Plan (ACIP) includes a goal to complete a full master plan update with environmental study after 2014, as well as an Airline Passenger Terminal Complex Study. The ALUCP may require revision when a new Master Plan is approved.</p> <p><i>FAA Part 150 Study:</i> The airport has undertaken a Part 150 study, which is scheduled for completion during summer 2009. A Noise Compatibility Program is intended to promote aircraft noise control and land use compatibility. The noise data obtained from the Part 150 program is expected to be available for use in the ALUCP update and will streamline noise analysis efforts.</p> <p><i>Encroachment:</i> Substantial development has occurred adjacent to the airport in recent years, including several residential developments near Arch Road.</p>
Contacts Jurisdiction	David Myers, Airport Manager City of Oakdale
Considerations/ Special Conditions	<p><i>Master Plan:</i> The existing Master Plan addresses the 1995-2015 planning horizon.</p> <p><i>Recent Improvements:</i> Runway improvements were completed in 2006, which must be addressed in the forthcoming ALUCP.</p> <p><i>Future development:</i> The City is interested in providing further development at the airport.</p>
Contacts Jurisdiction	Todd Smith, President City of Turlock
Considerations/ Special Conditions	<p><i>Location:</i> Turlock Municipal Airport is located in Merced County, and is addressed in the Merced County ALUCP.</p> <p><i>Airport Influence Area (AIA):</i> A portion of the AIA extends into Stanislaus County, and the proposed Stanislaus County ALUCP will address land use considerations and policies only for that portion of the AIA.</p> <p><i>Merced County ALUCP:</i> The Merced County ALUC is expected to begin updates to the ALUCPs for all airports in the county, including Turlock Municipal, in early 2010. Mead & Hunt will coordinate with Merced County to streamline efforts and ensure consistency between both county efforts. Stanislaus County's use of data from the Merced County update will reduce the level of data compilation and technical analysis effort necessary to add Turlock Municipal to the ALUCPs for Stanislaus County.</p> <p><i>Future Development:</i> The airport is in conversation with FAA regarding a new master plan/layout plan.</p>

As shown in Table 1, the three airports and land use compatibility issues associated with them are diverse. In the ALUCP preparation project, Mead & Hunt will apply a systematic approach to evaluating conditions at each airport. We anticipate that the level of effort associated with each airport will vary significantly as described below.

- Modesto City-County Airport: The greatest level of technical analysis will be associated with the Modesto Airport, the County's only air carrier airport. The goal will be to provide an evaluation that is consistent with the Caltrans *Handbook*. Mead & Hunt anticipates that noise data associated with the ongoing Part 150 study will be available to streamline our efforts.

- Oakdale Municipal Airport: The size and configuration of the runway/taxiways at Oakdale Municipal Airport have changed since publication of the County's 2004 ALUCP. Significant analysis will be required to achieve compliance with the Caltrans *Handbook*.
- Turlock Municipal Airport: As noted in Table 1, Turlock Municipal Airport will be addressed by Merced County's forthcoming ALUCP update. Mead & Hunt anticipates close coordination with Merced County. Technical analyses conducted by the County of Merced will be used to develop policies for the portion of the AIA that extends into Stanislaus County. We do not anticipate the need to duplicate technical analyses pertaining to noise, safety, or protected airspace, but anticipate that these analyses will be provided to County staff for our use.

Although the current (2004) countywide ALUCP includes the Patterson Airport and Turlock Airpark, neither remains open for public use. Consequently, neither airport will be addressed in the revised ALUCP. Furthermore, the ALUC may wish to rescind the current ALUCP for these airports.

Relationship to Former Crows Landing Air Facility and Proposed County Airport

In October 2004, the Stanislaus County Board of Supervisors accepted the conveyance of 1,352 acres of the former Crows Landing Naval Auxiliary Landing Field facility pursuant to the federal Base Realignment and Closure Act. The County plans to retain one of the two existing runways to develop a new county-owned general aviation facility, add a parallel runway in the future, and develop adjacent compatible land uses, including intermodal rail, industrial, and business park uses. The total 1,528-acre former military facility is designated as a Redevelopment Project Area pursuant to California Community Redevelopment Law.

Since property acquisition, the County has prepared a draft ALP and detailed narrative report for a 20-year planning horizon, and it has prepared a draft ALUCP that includes airport-specific policies for the proposed Crows Landing Airport. Both draft documents were completed in 2009 and found by Caltrans to be complete and in conformance with their policies, guidance, and criteria. Both the ALP and ALUCP policies for the proposed airport will be addressed in the forthcoming environmental review performed for the 1,528-acre Crows Landing Redevelopment Area. Completion and circulation of the proposed Environmental Impact Report (EIR) for the Crows Landing Redevelopment Area is anticipated in 2010. ALUC adoption of the Crows Landing ALUCP is dependent upon completion of the EIR for the Crows Landing Redevelopment Area.

The proposed ALUCP for the Crows Landing Airport was developed in 2009 based on the assumption that the airport-specific policies associated with the new airport would be incorporated into the countywide ALUCP and governed by countywide procedural policies that will be revised as part of this project. Because the timing of ALUC action on the Crows Landing ALUCP is uncertain, Mead & Hunt assumes that the County will be responsible for incorporating the Crows Landing policies into the countywide ALUCP document. If the timing of the Crows Landing ALUCP adoption permits, Mead & Hunt can incorporate the Crows Landing policies into the countywide document at the County's request and modify its scope and cost to include the additional work. (Task 10.6 is a contingency task that can be implemented to provide for this potential change in scope and cost.)

10.1 Project Management and Coordination

Upon receiving Notice to Proceed (NTP), Mead & Hunt will work with the County and project team members to perform the following routine tasks to initiate the proposed project.

10.1.1 Contract Administration

Mead & Hunt will perform contract administration and management throughout the approximately 24-month project duration. Such task shall include project team oversight, quality control, and ongoing communication with ICF and the County, and contract administration through budget management, schedule management, invoicing, and monthly progress reports.

Ms. Lisa Harmon of Mead & Hunt's Sacramento office will serve as the Project Manager. She will be the primary contact for ICF and the County (as directed by ICF) for all project-related work. Ms. Maranda Thompson will serve as the Deputy Project Manager throughout the project duration, and Mr. Ken Brody will provide technical oversight and quality review for all deliverables.

Contract administration will include the preparation of monthly invoices and status reports. Status reports will identify: work accomplished during the preceding month, the tasks pending completion, and a brief summary highlighting monthly progress compared to expectations. We will provide a progress report with each monthly invoice.

Stanislaus County has also requested the preparation of quarterly progress reports to the General Plan Update Committee and the Board of Supervisors.

Assumptions:

Mead & Hunt assumes that ICF will prepare the quarterly reports, and we will provide quarterly progress report data to ICF in support of the quarterly reports.

Deliverables:

- Monthly invoices for the 24-month contract duration.
- Monthly progress reports throughout the 24-month project duration.
- Data for incorporation into quarterly progress reports (up to eight reports throughout the contract duration).

10.1.2 Project Management Plan (PMP)

The PMP is an on-going process used by the County to coordinate, track, and report on various aspects of the project and CEQA-specific requirements. Key emphasis is on developing a tracking system that facilitates this effort. To accomplish this objective, the Mead & Hunt project manager will attend one meeting with County staff and other ICF team members to discuss the PMP. Mead & Hunt will then prepare a PMP for the airport land use compatibility component of the project that combines major milestones, individual work tasks, budgetary information, and schedule in the manner set forth at the meeting. Thereafter, Mead & Hunt will participate via teleconference in monthly meetings with the General Plan Update Committee and also bi-monthly meetings with the General Plan Update Technical Committee. Mead & Hunt will also prepare progress reports for these meetings in electronic format, as may be required.

Deliverables:

- In-person PMP meeting attendance by Mead & Hunt project manager.
- Airport Land Use Compatibility Plan tracking system for PMP.
- Electronic data for incorporation into the PMP (e.g. quarterly summaries for quarterly reports, etc.).

10.1.3 Establish and Hold Kick-off Meeting with ALUC Working Group

Mead & Hunt will work with the County to create an ALUCP Working Group to streamline the ALUC update process. The Working Group will be composed of County staff, airport representatives, and one member of the planning staff from the County and each affected city to streamline the ALUC consultation process. This group will work independently from the other General Plan update committees to focus specifically on ALUC issues associated with technical analysis and policy development. Members of the Working Group will serve as ambassadors when presenting the revised ALUCP to their airports and communities.

The ALUC Working Group will meet five times during the 24-month project duration and review all technical reports associated with ALUCP development. Mead & Hunt will prepare for, facilitate, and prepare meeting notes for each ALUC Working Group Meeting. County staff will be responsible for providing a meeting venue, sending out meeting invitations/notes, and reproducing/distributing all meeting materials prepared by Mead & Hunt. (Subsequent meetings are identified later in this scope.)

Mead & Hunt will work with the County to hold a kick-off meeting with the Working Group within eight weeks of Notice to Proceed.

Deliverables:

Mead & Hunt will prepare the following deliverables for the ALUC Kick-off Meeting:

- Input to the County regarding potential ALUC Working Group members (via telephone or email conversation);
- Meeting invitation agenda, and background data for County distribution to Working Group Members;
- Meeting Attendance and facilitation by up to two Mead & Hunt team members, including a formal presentation; and

- Meeting summary and notes.

10.2 Data Collection, Compilation, and Review

ALUCP preparation will depend heavily upon the available data for each airport (Modesto, Oakdale, and Turlock) and associated land use jurisdictions. All procedural and advisory policies included in the ALUCP will be based on airport-specific data, land use data, local planning and policy data, and state guidance and regulations.

10.2.1 Visit Airports and Compile Airport Data.

Mead & Hunt will travel to Modesto and Oakdale to meet with each airport operator or appropriate staff members. During each meeting we will describe the forthcoming ALUCP revision process and schedule to airport staff, and we will gather pertinent airport data, maps and plans. We will coordinate these airport visits in conjunction with other project meetings in an effort to reduce travel costs. Mead & Hunt will request pertinent data from Turlock Municipal Airport, but we do not anticipate that a meeting with Turlock Municipal Airport staff will be necessary.

Mead & Hunt will also request radar data from the FAA Northern California TRACON to identify flight tracks for aircraft approaching, departing, or flying at the Modesto and Oakdale airports. If radar data is unavailable or inadequate for the purpose of developing noise contours, we will seek qualitative information from airport management, flight instructors, or others familiar with the airports and aircraft operations.

Mead & Hunt will document all meetings and review and compile the airport data to complete the data gap analysis identified under Task 10.2.4.

Deliverables:

- Preparation for and attendance at one meeting at Oakdale Airport and one Meeting at Modesto City/County Airport.
- Coordination with the FAA Northern California TRACON.
- Meeting notes to summarize each airport visit.

10.2.2 Identify Land Use Data Needs

Mead & Hunt will provide ICF with a list of land use data and mapping needs for the ALUCP update effort, including land use data required for the CEQA analysis. ICF will forward the list of outstanding land use data to County and the County will coordinate with the planning departments of affected cities or other agencies to obtain necessary land use data and provide the data to ICF and Mead & Hunt. Previous **Table 1** presents a preliminary list of cities from which data will be needed.

Mead & Hunt will need three types of GIS-based maps:

- A parcel base map covering the influence area for each airport;
- A map showing existing land uses within each airport influence area including incorporated as well as unincorporated areas; and
- A map or maps depicting land use designations as indicated in the adopted general plan of each affected jurisdiction.

We will work with County staff to determine specific geographic coverage, map scale, and other details of these maps.

Mead & Hunt will work closely with ICF to coordinate land use data collection and avoid potential duplication of efforts. Mead & Hunt assumes that coordination with local planners will take place as part of ALUC Working Group meetings, and separate meetings with jurisdictions to collect land use is not anticipated. Additional coordination will be conducted through telephone conferences.

Assumptions:

Mead & Hunt assumes that the County will provide all land use maps and GIS data assembled in a format that that can be used for ALUCP preparation, including data obtained by the County from other jurisdictions. We understand that the County will provide base maps for Mead & Hunt use, and we will provide data to be applied to the base maps. If additional effort is required by Mead & Hunt to sort through, organize, and present data received as part of a large GIS database, we will modify our scope and cost to include the additional effort.

Deliverables:

- List of land use data and map needs.

10.2.3 Review Existing ALUCP and Prepare Technical Report (Technical Report No. 1)

The County's RFP requests the performance of a "third-party" review of the 2004 ALUCP. The results of our review will be documented in Technical Report No. 1, which will be submitted to the County and distributed to the ALUC Working Group. The technical report will present clear, concise recommendations to County staff regarding the sufficiency of the 2004 plan and preparation of the ALUCP update, and it will consider the following:

- Changes to the State Aeronautics Act and its implementing regulations since 2004
- Guidance prepared by the Caltrans Division of Aeronautics, and more specifically, changes made during the 2002 *Handbook* update.
- Changes in FAA guidance concerning land use compatibility;
- New insights from supplemental research, such as reports by the Mineta Transportation Institute regarding land use around airports.
- Lessons learned by Mead & Hunt during the preparation of similar ALUCPs in recent years.
- Proposed ALUCP policies associated with the proposed Crows Landing Airport.
- Changes in planning and policy data set forth by LAFCO, StanCOG, or other regional planning agencies.
- Changes that have occurred at the airports, their environs, or plans for them since the 2004 ALUCP was completed.
- Additional data that will be necessary to address or resolve specific deficiencies or inconsistencies, and whether such data have been acquired during previous project tasks.
- Specific issues or items in the ALUCP that will require policy revisions or modifications.
- Known inconsistencies between the ALUCP and existing plans and policies.
- Preliminary assessment of the adopted airport influence areas and their adequacy under Caltrans *Handbook* guidance.
- Adequacy of adopted procedural policies as the basis for ALUC review of land use development projects and airport plans in accordance with state law.
- Specific concerns identified by County staff.

Deliverables:

- Technical Report No. 1 – Review of 2004 ALUCP.

10.2.4 Identify Gaps in Data and Mapping Required for ALUCP and CEQA Analysis

Mead & Hunt will identify any gaps in data or mapping required for ALUCP preparation or CEQA analysis. We will provide a list of missing data to ICF as a memo in an electronic format. ICF will review the data and include it in the List of Data Needs requested by the County in Task 3 of the RFP. ICF and County staff will be responsible for obtaining the missing data and providing it to Mead & Hunt.

Assumption:

ICF will prepare a Data Gap Analysis Report for the County. Mead & Hunt will provide a summary of missing data required for ALUCP preparation in an electronic format so that ICF can include it in the Data Gap Analysis Report required under Task 3 of the RFP.

Deliverables:

- Memo identifying outstanding data and mapping needs.

10.2.5 Prepare Airport and Land Use Background Data Summary (Technical Report No. 2)

Mead & Hunt will prepare a Technical Report summarizing the airport and land use data obtained in Tasks 10.2.1 through 10.2.4. The report will be provided to ICF and the County for distribution to the ALUC Working Group.

The report will be prepared to serve as the background section for each airport addressed in the ALUCP update. The data will be presented as a series of tables and maps. Content will include:

- Airport Layout Plan (ALP): The most recent version of the ALP for each airport will be included, and the physical features of the airports will be described. Mead & Hunt will request a digital copy of the ALP drawing from the airport operator. Based on the ALP, Mead & Hunt will prepare a simplified airfield graphic for Modesto and Oakdale to depict the airport boundaries, airfield configuration, and runway protection zones. We anticipate that a diagram will be available from Merced County's concurrent ALUCP update efforts.
- Airport Physical Data: Physical data will be summarized in a tabular format.
- Airport Operational Data: Current airport activity data including fleet mix, runway utilization, and time-of-day distribution of operations will be presented in a tabular format. Forecast data will not be addressed in Technical Report No. 2 (see Task 10.2.6).
- Existing and Planned Land Uses: GIS-based maps showing existing land use development and planned land use designations as reflected in adopted general plans of the affected land use jurisdictions will be included in the Technical Report. These maps will be prepared by the County with input and direction from Mead & Hunt (Task 10.2.2).
- Airport Environs Information Summary: A summary of information about existing and planned land uses in the environs of each airport will be presented in tabular format. A list of land use compatibility measures currently adopted by each jurisdiction, as contained in their respective general plan, zoning ordinance, and other policy documents, will also be presented.

Deliverables:

- Technical Report No. 2: Airport and Land Use Background Data Summary

10.2.6 Airport Activity Analysis and Forecast Summary (Technical Report No. 3)

Pursuant to the State Aeronautics Act and the Caltrans *Handbook*, an ALUCP must have a 20-year planning horizon. Using airport activity data obtained for the Modesto, Oakdale, and Turlock Municipal airports, Mead & Hunt will analyze the most recently available forecasts and, if necessary, extend the timeframe associated with the forecast data to cover a 20-year horizon. We will evaluate and update the projected aircraft fleet mix, runway utilization, and other factors affecting cumulative airport noise. We will also review and summarize historical noise complaint data.

Mead & Hunt will discuss the findings and conclusions with County staff and airport managers, and prepare a technical report to summarize the forecasts recommended for use in the ALUCPs. The report will be provided to ICF and the County for distribution to the ALUC Working Group. Concurrence from airport staff regarding operational forecasts will be required for plan preparation as described under Task 10.3.

Deliverables:

- Technical Report No. 3: Airport Activity Data Analysis and Forecasts

10.2.7 ALUC Working Group Meeting No. 2

Mead & Hunt will facilitate one meeting with the ALUC Working group to discuss Technical Reports Nos. 1, 2, and 3 and gain input for preparation of the Administrative Draft ALUCP. We will prepare a meeting agenda and invitation for distribution by County staff, facilitate the meeting, and provide documentation through meeting notes.

Deliverables:

- Meeting Agenda and Invitation for distribution by County Staff.
- Meeting preparation and facilitation.
- Meeting documentation.

10.3 Compatibility Plan Preparation

The data obtained, compiled, and analyzed during Task 10.2 will serve as the foundation for ALUCP policies and documents prepared under this task.

10.3.1 Update Noise Contours

Following confirmation from airport operators regarding activity forecasts (**Tasks 10.2.6**), Mead & Hunt will produce projected 20-year Community Noise Equivalent Level (CNEL) contours for the Modesto and Oakdale airports using

the latest version of the Federal Aviation Administration (FAA) Integrated Noise Model (INM) and data obtained in Task 10.2.1. Noise contours will be calculated in 5 dB increments outward to the CNEL 55 dB contour. The noise contours will serve as the foundation of noise policies developed for each airport. These will be shared with County staff and the General Plan consultant team for use in the Noise Element contour maps and for the General Plan update EIR.

Assumptions:

Mead & Hunt assumes that 20-year CNEL contours will be available from Merced County for Turlock Municipal Airport.

Deliverables:

- Noise contours for Modesto and Oakdale Airports for use in draft ALUCP compatibility policies (to be included in Technical Report No. 4 as discussed in Task 10.3.2)

10.3.2 Prepare Policy Framework (Technical Report No. 4)

Mead & Hunt will formulate compatibility concepts and policies for consideration by the County and ALUC Working Group. The compatibility concepts and policies will provide a framework upon which more detailed policy language can be developed.

Mead & Hunt will prepare Technical Report No. 4 to present compatibility policy issues. Among the specific topics to be examined will be:

- Types of land use actions to be reviewed by the ALUC.
- Baseline noise exposure level considered acceptable for noise-sensitive land uses.
- Strategies to address safety concerns and methods for calculating usage intensity (people per acre) limits that are central to safety compatibility criteria.
- Strategies for addressing overflight and annoyance concerns.
- Use of a separate "layer" containing the criteria and map for each compatibility concern (noise, overflight, safety airspace protection) versus addressing multiple concerns in one set of criteria and associated map.

Mead & Hunt will work closely with County staff to develop the policy framework. A draft of the Technical Report will be provided to County staff for review. Mead & Hunt will respond to and incorporate one round of comments from the County on Technical Report No. 4. The revised report will be provided to ICF and the County for distribution to the ALUC Working Group and General Plan Technical Committee for consideration as described in Task 10.3.3.

Deliverables:

- Draft Technical Report No. 4, Procedural and Compatibility Policy Framework, including the noise contours developed under Task 10.3.1.
- Revised Technical Report No. 4, Procedural and Compatibility Policy Framework.

10.3.3 Present Policy Framework to ALUC Working Group (Meeting No. 3) and General Plan Technical Committee

Completion of the draft policy framework will present an opportunity to examine the relationships between the ALUCPs and the concurrent work on the County General Plan update. Mead & Hunt will participate in a combined meeting of the ALUC Working Group and General Plan Technical Assistance Committee to consider the relationship between ALUCP procedural framework and General Plan Policies. Mead & Hunt will facilitate a discussion of the procedural policies addressed in Technical Report No. 4. We will prepare a summary of the discussion and decisions pertaining to the procedural policies for incorporation into the meeting documentation.

Assumptions:

Mead & Hunt assumes that the meeting will address several topics and that we will provide input to the overall meeting agenda and provide background information for distribution to the ALUC Working Group and General Plan Technical Committee.

Deliverables:

- Preparation for one combined General Plan Technical Assistance Committee/ ALUCP Working Group meeting (input to agenda and background information). Meeting attendance and facilitation.
- Summary of discussion and decisions for incorporation in meeting notes.

10.3.4 Prepare Administrative Draft ALUCP

Mead & Hunt will prepare an administrative draft ALUCP to address the Modesto, Oakdale and Turlock airports. The ALUCP data associated with each airport will include:

- **Introduction:** This chapter will describe the overall purpose of the ALUC and of the ALUCP as indicated in state law. The relationship to airport master plans, county and city general plans, and other policy documents will be discussed.
- **Countywide Procedural Policies:** County-wide procedural policies will define the ALUC processes for adoption/amendment of an ALUCP, the review of county and city general plans, and review of individual development proposals. The review process for airport master plans and development actions also will be defined. The discussion will identify the obligations of local agencies and airports in submitting actions for ALUC review. Each policy will be numbered and written using concise language to facilitate implementation. The procedural policies identified in this chapter will apply to all airports, including the proposed Crows Landing Airport.
- **Compatibility Policies:** Compatibility policies will be developed to address the four types of airport compatibility factors that are of concern to ALUCs. The compatibility policies will be enumerated and written in a manner that will facilitate their use in evaluating specific land use development proposals. These policies are expected to be uniformly applicable to the Modesto, Oakdale, and Turlock Municipal airports.
 - *Noise:* Policies will indicate the maximum noise levels considered acceptable for new noise-sensitive development and other less-sensitive uses within each airport's environs.
 - *Overflight:* Aircraft overflight compatibility concerns pertain to areas outside of aircraft noise contours where aircraft noise can nevertheless be disruptive and annoying. Although aircraft overflight areas do not necessarily require land use or development restrictions, overflight concerns are important with respect to real estate disclosure statements. Using the noise data and analyses from Tasks 10.2.6 and 10.3.1, Mead and Hunt will define areas of overflight concern.
 - *Safety:* In terms of compatibility planning, safety refers to risks, especially to people and property on the ground, associated with potential aircraft accidents near an airport. Using data from the Federal Aviation Administration (FAA) and the Caltrans Division of Aeronautics, Mead & Hunt will identify the locations in which heightened risk levels warrant some restrictions on new land uses or development in the airport vicinity and will recommend policies to address applicable restrictions. Guidance from the Caltrans *Handbook* will be used to define limits on people per acre in the areas close to the airports and identify other risk-sensitive uses that may need to be restricted.
 - *Airspace Protection:* Airspace obstructions, such as tall buildings, smokestacks, or other objects can pose hazards to aircraft and necessitate changes to the flight procedures used by arriving and departing aircraft. Federal Aviation Regulations (FAR) Part 77 and Terminal Instrument Procedures (TERPS) criteria will be used to establish appropriate limitations on the heights of structures and other objects in the vicinity of these airports. Mead & Hunt will prepare a 2-dimensional airspace protection map that considers critical airspace surfaces in accordance with Federal Aviation Regulations (FAR) Part 77, as well as the existing approach/departure surfaces defined by the U.S. Standard for Terminal Instrument Procedures (TERPS). Policies will be included addressing other hazards to flight, such as wildlife strike hazards and other uses identified by FAA guidance.
- **Airport-Specific Policies and Maps:** The basic compatibility policies described above are expected to be applicable to each of the airports included in the project. If different criteria are deemed to be needed for any particular airport, these will be listed in a separate chapter or section. Also, to define the geographic area within which the compatibility policies apply to each airport, a set of compatibility zone maps or a composite map will be prepared. The recommended airport influence area boundary for each airport will be shown. Airport-specific policies will be prepared for the Modesto and Oakdale airports and the Stanislaus County portion of the Turlock Municipal Airport influence area. Compatibility policies for Crows Landing Airport were previously drafted as part of a separate project. Stanislaus County will incorporate those policies following CEQA review and approvals associated with the Crows Landing Redevelopment Area.
 - *Background Data:* The background data presented in Technical Report No. 2 will be incorporated in this chapter of the ALUCP with the airport activity and forecast data from Technical Report No. 3.

Any corrections or refinements provided during the reviews of the Technical Reports will be incorporated.

- Appendices: A set of appendices will be provide containing copies of state laws and federal regulations pertaining to airport land use compatibility planning, sample implementation documents, a glossary, and other material that supports the body of the ALUCP.

Deliverables:

- Administrative draft ALUCP to address each airport (Modesto, Oakdale, Turlock).

10.3.5 Prepare Draft ALUCP and Present to ALUC Working Group (Meeting No. 4)

Mead & Hunt will respond to one round of comments from County staff on the Administrative Draft ALUCP and revise the draft ALUCP policies and other content as necessary. Following the incorporation of the comments, we will provide a revised version of the draft ALUCP for distribution to the ALUCP Working Group.

Comments received from the Working Group will be summarized in tabular format together with Mead & Hunt's responses and recommendations for modifications to the draft plan(s). If necessary, we will prepare an addendum listing recommended modification to the Draft ALUCP.

Deliverables:

- Draft ALUCP for review by ALUC Working Group.
- Participation in ALUC Working Group meeting to address draft ALUCP.
- Tabulation of and response to ALUC Working Group comments.
- Draft addendum listing recommended modifications to draft ALUCP.

10.3.6 Present Plans to General Plan Technical Committee, General Plan Update Committee, and ALUC

Mead & Hunt will attend a combined meeting of the General Plan Update Committee and General Plan Technical Committee to present and finalize the draft ALUCP for CEQA analysis and public review. County staff will be responsible for reproducing and distributing copies of the ALUCP and comment response documentation to the committees.

Mead & Hunt will present the draft plan(s) to the General Plan Technical Assistance and Update Committees at the combined meeting and lead a discussion of the revised ALUCP. We will record comments and incorporate them into the tabulation of comments received from the ALUC Working Group. Recommended modifications will be added to the draft addendum.

Mead & Hunt will also present the draft ALUCP to a meeting of the Stanislaus County ALUC. Any additional comments and responses will be listed and a complete addendum list of recommended modifications prepared. Unless only minimal changes have been identified as necessary, Mead & Hunt will prepare a revised draft for public circulation as part of Task 10.5.

Deliverables:

- Participation in combined General Plan Technical Assistance Committee and General Plan Update Committee meeting.
- Participation in meeting of Stanislaus County ALUC.
- Tabulation of and response to comments received at each meeting.
- Revised draft addendum after each meeting.
- Draft ALUCP for public circulation.

10.3.7 Ongoing Coordination with the General Plan Update Committee

As requested by the County, Mead & Hunt is prepared to attend and participate in up to two additional meetings with the County's General Plan Update Committee or General Plan Technical Committed to provide coordination with General Plan Update efforts. We will attend these meetings at the request of the County or ICF to provide input regarding consistency between the two policies. If requested, we will contribute to agenda preparation and provide supporting materials, such as one map for each airport and other materials.

Deliverables:

- Travel to, attendance, and participation in up to two meetings at the the request of ICF and the County.
- Supporting materials, such as maps, as requested.

10.4 Environmental Impact Analyses (CEQA)

Based upon the outcome of the 2007 California Supreme Court decision in *Muzzy Ranch Co. v. Solano County Airport Land Use Commission*, ALUC adoption of an ALUCP is defined as a project under CEQA.

10.4.1 Prepare Consistency Determination (Technical Report No. 5)

Close coordination with the County and other team members will be critical to ensure consistency between the updated General Plan and ALUCP update for each airport. Mead & Hunt's role under this task is to provide technical input to the CEQA evaluation.

Prior to completion of the draft ALUCP, Mead & Hunt will review existing General Plans for both the County and affected cities (including applicable specific plans) and the proposed land use revisions in the Stanislaus County General Plan Update to identify whether the proposed ALUCP for the Modesto, Oakdale, and Turlock Municipal airports will necessitate revisions to these plans. We will also review:

- Policy changes under consideration in the County General Plan update to identify potential inconsistencies with the proposed ALUCP.
- Proposed strategies for infrastructure development identified in the proposed General Plan update to ensure that the proposed types or locations of infrastructure are not identified for locations that would pose hazards to the facilities or to aircraft (i.e., open water features, power generation plants).
- Regional and collaborative efforts (e.g., Mayor's Growth Strategy Process, Valley Blueprint Process, etc.) to determine whether the policies or proposed growth identified in these plans would be consistent with proposed ALUCP policies.

As part of the consistency determination, Mead & Hunt will prepare a qualitative displacement analysis to identify the potential effect of proposed ALUC policies on non-residential uses, a quantitative analysis to identify potential effects on existing residential land uses and those designated as residential in the General Plan Update, and a review of proposed elementary, high school, and community college locations. If a more detailed displacement analysis is required, it will be performed as an additional item to this scope of work and we will modify our scope and fee accordingly.

Mead & Hunt will meet with County staff and project team members to discuss the results of our analysis. We will consider adjustments to ALUCP policies that could minimize conflicts while maintaining the integrity of the ALUCP will be considered.

Mead & Hunt will prepare Technical Report No. 5 to summarize the results of the consistency review and determination. The report will describe the steps that local jurisdictions must undertake to make their plans and policies consistent with the updated ALUCP. The consistency review and report will serve as the basis of the CEQA analysis discussed in Task 10.4.2. Mead & Hunt will coordinate with ICF to ensure that the consistency review is considered in the General Plan revision process and incorporated into the CEQA evaluation. (The report will not include a discussion of the proposed Crows Landing Airport, as that consistency determination will be prepared under a separate contract.)

Mead & Hunt will prepare Technical Report No. 5 as input to the General Plan Update Program EIR, which will include the ALUCP as part of the project being assessed. County staff and other members of the project team have the responsibility to prepare the appropriate CEQA document for public review.

Deliverables:

- Meeting with project team to discuss relationships between draft and potential County General Plan update policies.
- Technical Report No. 5: Consistency Determination.

10.4.2 CEQA Documentation Assistance

Mead & Hunt will not be responsible for preparation of the CEQA documents, but we will provide assistance for the preparation of CEQA documents regardless of the CEQA approach selected. This task covers Mead & Hunt coordination with County staff and other team members to provide additional input to the CEQA documents following completion of the consistency determination and the review of draft materials prepared by others. This task also covers Mead & Hunt participation in the scoping meeting for the General Plan EIR.

Deliverables:

- Coordination with and assistance to County staff and project team members on CEQA document preparation.
- Participation in EIR scoping meeting.

10.5 ALUCP/CEQA Review and Adoption

This task encompasses the remainder of the work necessary to enable ALUCP adoption and project closure.

10.5.1 Coordinate with Affected Land Use Jurisdictions and Other Stakeholders

Following completion of the draft ALUCP for each airport (Modesto, Oakdale, and Turlock Municipal) and while CEQA document preparation is under way, Mead & Hunt will work with Stanislaus County staff to coordinate with potentially affected land use jurisdictions. State law requires consultation with involved agencies if any changes to airport influence area boundaries are proposed. We will assist County staff by attending meetings with planning staff and/or elected or appointed officials from potentially affected jurisdictions to explain the draft ALUCP and the implications for the respective jurisdictions.

Mead & Hunt anticipates one meeting to consult with all jurisdictions associated with each individual airport, with a total of three meetings, (Modesto, Oakdale, and Turlock) We anticipate that our on-going work with the ALUCP Working Group will minimize inconsistencies and keep local jurisdictions apprised of any forthcoming inconsistencies prior to these meetings.

This coordination would occur prior to official release of draft CEQA documentation.

Deliverables:

- Meeting preparation (up to three meetings).
- Meeting attendance and facilitation (up to three meetings).
- Documentation of meeting discussions (up to three meetings).

10.5.2 Presentation of ALUCP to ALUC

Mead & Hunt will begin the formal review process by presenting the ALUCP to the ALUC at a regularly scheduled meeting. We will prepare a formal PowerPoint presentation to summarize the proposed ALUCP policies for each airport.

Deliverables:

- Attendance and participation in one regularly scheduled ALUC meeting.

10.5.3 Prepare for and Attend up to Two Public Workshops

Mead & Hunt assumes that the County will request a workshop format to present the ALUCP to the general public. The workshops also will provide an opportunity for the public to ask questions or make comments on the ALUCP in a more informal manner than is possible at a public hearing. We anticipate the workshops consisting of an open house portion, during which members of the public can view displays and pose questions to us and County staff, followed by a PowerPoint presentation, and a question and answer session. One workshop is expected to be held in Modesto and the other in Oakdale.

In preparation for the workshops, we will produce general display boards to describe the ALUC process, and up to six airport-specific display boards and appropriate mapping to display during the open house portion of the workshops. Mead & Hunt will provide a draft version of the presentation for County review and incorporate one round of comments prior to each meeting. We will also prepare a brief meeting brochure to summarize data in the presentation.

Mead & Hunt representatives will assist the County with meeting facilitation by preparing an agenda, sign-in sheets, meeting handouts and comment sheets. We will also staff the meeting and facilitate the presentation portion and open question/answer discussion, if requested by the County. Mead & Hunt will provide the County with all materials in a draft and final format, and we will incorporate up to one round of review comments.

Deliverables:

- Draft and final PowerPoint presentation for use at each meeting (two presentations).
- Up to six display boards and mapping for each meeting.
- Meeting brochure.
- Miscellaneous materials: sign-up sheets, comment cards, and other "tool kit" items required to facilitate the workshop.
- Two Mead & Hunt staff to attend each workshop and interact with the public.
- Facilitation of the structured portion of the workshop.
- Documentation of each workshop for incorporation in the public record and EIR administrative record.
- Electronic versions of all data adapted for publication on the proposed General Plan Update (General Plan Web Page).

10.5.4 Prepare Comment Responses

Written comments received as a result of the public workshops or other comments received will be assembled in a tabular format. Any recommended modifications to the public review draft ALUCP will be listed in an addendum.

Deliverables:

- Draft ALUCP addendum(s)

10.5.5 Prepare for and Attend ALUC Public Hearing

Adoption of the ALUCP will require a formal public hearing by the ALUC. Mead & Hunt will assist County staff in the preparing for this hearing and we will attend the meeting. Our assistance will include preparing input for a PowerPoint presentation describing the plan and the results of the ALUCP update process, the results of the consistency determination/CEQA analysis, and other topics as requested. We will also assist staff with the development of the staff report. We will incorporate one round of comments on all materials provided to staff, and we will provide all materials in an electronic format so that they can be uploaded to the County's website.

Assumptions:

For budgeting purposes, Mead & Hunt assumes that a single hearing will be sufficient. If additional hearings are necessary, the costs will be charged against the contingency task budget.

Deliverables:

- Input to PowerPoint presentation for use during the meetings
- Input to staff report
- Attendance at the public hearing and availability to answer questions

10.5.6 Prepare Final ALUCP

After adoption by the ALUC, we will incorporate all approved revisions to the draft ALUCP and prepare a final version. We will supply a digital (PDF) version and one printed copy to be used as a printing guide by the County. We also will provide all project text and map files to the County in their original digital formats (Word, CAD, and/or GIS).

Deliverables:

- Final ALUCP in digital (PDF) format and one printed copy for use as a printing guide
- Original digital format files of ALUCP text and maps

Summary of Planned Meetings

- Project Initiation Meeting to address PMP (Task 10.1.2).
- Initial ALUC Working Group meeting (ALUC Working Group Meeting No. 1, Task 10.1.3).
- Airport site visits – to be scheduled during same trip as one of above meetings (Task 10.2.1).
- ALUC Working Group meeting on Technical Reports Nos. 1, 2 and 3 (ALUC Working Group Meeting No. 2, Task 10.2.7).
- Combined ALUC Working Group and General Plan Technical Committee meeting to address Technical Report No. 4 on policy framework (ALUC Working Group Meeting No. 3, Task 10.3.3).
- ALUC Working Group meeting on draft ALUCP (ALUC Working Group Meeting No. 4, Task 10.3.5).
- Combined meeting of General Plan Technical Assistance Committee and General Plan Update Committee to finalize ALUCP for public review (Task 10.3.6).
- Stanislaus County ALUC meeting to finalize ALUCP for public review (Task 10.3.6).
- Participation at two additional meetings with the General Plan Update Committee or General Plan Technical Committee, as requested by the County and ICF (Task 10.3.7).
- Meeting with project team to discuss relationships between draft ALUCP and potential County General Plan update policies (Task 10.4.1).
- ALUC Working Group meeting on Technical Report No. 5
- Participation in EIR Scoping Meeting for General Plan Update (Task 10.4.2).
- Up to three meetings with affected land use jurisdictions and other stakeholders prior to release of CEQA document(s) (Task 10.5.1).
- Presentation of ALUCP to ALUC (Task 10.5.2).
- Public workshops in Modesto and Oakdale (Task 10.5.3).
- ALUC public hearing for ALUCP adoption (10.5.5).

EXHIBIT B

Cost Estimate for Stanislaus County General Plan Update

Task <i>ICF Jones & Stokes Labor Classification</i>	Consulting Staff																						Production Staff				Subtotal	Labor Total	Direct Expenses	Total Price																												
	Employee Name		Rivasplata A	Mills C	Tedford C	Eggerts E	Moreno D	Volk J	Haire J	Webber L	Martin N	Stock J	Brezack J	Hatcher S	Schuster B	Peters J	Wilson D	Barnard A	Roark G	Haley K	Buehler D	Messick T	Editor	Pub Spec	Admin Tech																																	
	Project Role	Project Dir	Project Mgr	Planner	Planner	Planner	GIS	Noise	Biology	Biology	Hydrology	Aesthetics	Water Supply	AQ and Noise	GHG	Hydrology	Outreach	Outreach / Web	Archaeology	Historian	Noise	Graphics																																				
Task 1. Project Management	80	120	100																							\$43,300	\$4,160	\$47,460																														
Task 2. Current General Plan Goals and Policy Review	12	40		20								20	36													\$19,920	\$2,460	\$22,380																														
Task 3. Countywide Planning Data Inventory	24	50	50	24	100	120	40	24	24	32	24	32	24	24	24			24	24	24	24				\$93,110	\$0	\$93,110																															
Task 4. Review of Federal, State, and Local Laws, Regs. and Plans	8	50	50	50				12	12	12		12	24	24							20					\$38,510	\$0	\$38,510																														
Task 5. Policy Analysis and Implementation Measures	32	32		40	40	30										24	30									\$32,530	\$0	\$32,530																														
Task 6. Public Facilities, Infrastructure and Services Capacity Analysis	24	40			40																					\$14,280	\$0	\$14,280																														
Task 7. Program EIR	24	120	260			30	100	40	40	40	60	120	260	280	40			28	40	40	20	32				\$198,360	\$14,750	\$213,110																														
Task 8. Public Outreach Program	20	20														40	20					20				\$16,200	\$0	\$16,200																														
Task 9. Document and Database Format	10	10				32																				\$8,420	\$0	\$8,420																														
Total hours	234	482	460	134	180	212	140	76	76	84	84	184	364	328	64	64	78	64	64	64	64	76																																				
ICF Jones & Stokes (discounted) billing rates	\$170	\$160	\$105	\$170	\$95	\$160	\$115	\$130	\$115	\$115	\$115	\$170	\$130	\$105	\$115	\$130	\$115	\$130	\$105	\$170	\$105																																					
Subtotals	\$39,780	\$77,120	\$48,300	\$22,780	\$17,100	\$33,920	\$16,100	\$9,880	\$8,740	\$9,660	\$9,660	\$31,280	\$47,320	\$34,440	\$7,360	\$8,320	\$8,970	\$8,320	\$6,720	\$10,880	\$7,980	\$464,630	\$10,200	\$10,400	\$770	\$21,370	\$486,000																															
Direct Expenses																																																										
500.00 Subcontractor																																																										
523.02 Reproductions (8.5x11 Color = .16/page) (8.5x11 B&W = .08/page)																																																										
523.04 Postage and Delivery																																																										
523.05 Travel, Auto, incld. Mileage at current IRS rate (.55/mile)																																																										
Mark up on all non-labor costs and subcontractors: 5%																																																										
Direct expense subtotal																																																										
Total price																																																										\$826,403

EXHIBIT B



Stanislaus General Plan Update and EIR Detailed Budget Estimate - Updated 10-19-09

Task	Principal	Technical Advisor	Project Manager	Engineer/Planner	Graphics / Support	Direct Costs	Task Total
<i>Rate:</i>	\$250	\$270	\$175	\$125	\$105		
Task 1 - Project Management	2	0	6	0	8	\$100	\$2,490
Task 2 - Current General Plan Goals and Policy Review	2	4	6	8	2	\$200	\$4,040
Task 3 - Countywide Planning Data Inventory	2	4	20	72	8	\$3,100	\$18,020
Task 4 - Rev. Fed., State, and Local Laws, Regs., and Plans	2	6	8	8	2	\$300	\$5,030
Task 5 - Policy Analysis and Implementation Measures	0	0	6	6	4	\$100	\$2,320
Task 6 - Public Facilities, Infrastructure and Service Capacity	2	0	4	12	2	\$200	\$3,110
Task 7 - Environmental Impact Report	6	2	28	48	16	\$900	\$15,520
Resp to team comments on ADEIR	3	1	6	12	4	\$200	\$4,190
Resp to Public Comments DEIR	1	1	4	4	0	\$100	\$1,820
Task 8 - Public Outreach Program	0	0	0	0	0	\$0	\$0
Task 9 - Document and Database Format	0	0	0	0	0	\$0	\$0
Task 10 - ALUC Plan Update	0	0	0	0	0	\$0	\$0
<i>Subtotal</i>	20	18	88	170	46	\$5,200	\$56,540
Meetings	0	4	12	6	3	\$300	\$4,545
Public Hearings	0	8	12	0	2	\$300	\$4,770
<i>Total</i>	20	30	112	176	51	\$5,800	\$65,855

Notes:

1. Direct expenses include travel, reproduction, printing, communications, and daily traffic counts on 10 roadway segments.

EXHIBIT B

Willdan

Stanislaus County Comprehensive General Plan Update & EIR RFP#09-16-CB
 Level of Effort for Professional Services
 07/17/2009

Tasks	Description	Willdan				
		Economics Project Manager	Economics Asst. Project Manager	Economics / Analyst	Total Hours	Total Fees
		E. Nickell	C. Villarreal			
Rate		\$200	\$135	\$100		
1	Project Iniation and Project Management Plan					
	1					\$0
	2					\$0
2	Countywide Planning Data Inventory and Evaluation					
	1 Funding Strategy for Public Infrastructure	16	40	40	96	\$12,600
	2 Market Analysis of Preferred Land Use Diagram	16	88	140	244	\$29,080
3	Climate Change and GHG Emissions Reduction					
	1	0			0	\$0
	2	0			0	\$0
4	General Plan Review and Development					
	1 Meetings (1) General Plan Technical Committee	8			8	\$1,600
	2 Meetings (1) General Plan Update Committee or Board of Supervisors	8			8	\$1,600
		0			0	\$0
5	Public Outreach Effort, GPUC, GPTC, ALUC WG					
	1 (1) Planing Commission Mtgs	8			8	\$1,600
	2 (1) BOS Hearings	8			8	\$1,600
		0			0	\$0
6	Environmental Impact Report					
	0	0				\$0
7	Airport Land Use Plan					
	0					
	Total Hours	64	128	180	372	\$48,080
	Total Fees	\$12,800	\$17,280	\$18,000		\$48,080
	Expenses					\$1,200
					Willdan Sub-Total:	\$49,280

EXHIBIT B

Continued on Page 4 of 5

	DIRECT LABOR COST	EXPENSES	TOTAL
Stanislaus County ALUCP Update			
10.1: Project Management and Coordination	\$20,694.00	\$740.00	\$21,434.00
10.2: Data Collection, Compilation, and Review	\$47,559.00	\$650.00	\$48,209.00
10.3: Compatibility Plan Preparation	\$75,856.00	\$2,470.00	\$78,326.00
10.4: Environmental Impact Analyses (CEQA)	\$30,636.00	\$395.00	\$31,031.00
10.5: ALUCP/CEQA Review and Adoption	\$24,508.00	\$1,825.00	\$26,333.00
TOTAL COST	\$199,253.00	\$6,080.00	\$205,333.00

	CLASSIFICATION:	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SR. PLANNER	PLANNER II	SENIOR TECHNICIAN	TECHNICIAN III	SENIOR EDITOR	Administrative Assistant
	RATE:	\$270.00	\$210.00	\$180.00	\$166.00	\$126.00	\$166.00	\$108.00	\$142.00	\$87.00
10.1: Project Management and Coordination		5	8	72	12	0	1	0	2	26
10.2: Data Collection, Compilation, and Review		0	19	50	42	128	20	52	16	3
10.3: Compatibility Plan Preparation		0	28	110	80	56	98	34	0	0
10.4: Environmental Impact Analyses (CEQA)		0	10	36	40	48	40	20	4	0
10.5: ALUCP/CEQA Review and Adoption		0	16	64	32	8	10	10	4	0
SUBTOTAL:	1296	5	81	332	220	264	127	178	60	29

LABOR		PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SR. PLANNER	PLANNER II	SENIOR TECHNICIAN	TECHNICIAN III	SENIOR EDITOR	Administrative Assistant
10.1: Project Management and Coordination	Subtask Labor Cost	\$270.00	\$210.00	\$180.00	\$166.00	\$126.00	\$166.00	\$108.00	\$142.00	\$87.00
10.1.1 Contract Administration	\$10,488.00	4	4	36						24
10.1.2 Project Kick-off/Project Management Plan Preparation	\$2,746.00	1		12					1	2
10.1.3 Establish and Hold Kick-off Meeting with ALUC Working Group	\$7,460.00		4	24	12		1		1	
		5	8	72	12	0	1	0	2	26
DIRECT LABOR COST:	\$20,694.00	\$1,350.00	\$1,680.00	\$12,960.00	\$1,992.00	\$0.00	\$166.00	\$0.00	\$284.00	\$2,282.00

EXPENSES	
PRINTING/POSTAGE/COURIER	\$50.00
TRAVEL (mileage, toll, meals)	\$690.00
TOTAL EXPENSES:	\$740.00

	DIRECT LABOR COST	EXPENSES	TOTAL
PHASE 1 TOTAL:	\$20,694.00	\$740.00	\$21,434.00

LABOR		PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SR. PLANNER	PLANNER II	SENIOR TECHNICIAN	TECHNICIAN III	SENIOR EDITOR	Administrative Assistant
10.2: Data Collection, Compilation, and Review	Subtask Labor Cost	\$270.00	\$210.00	\$180.00	\$166.00	\$126.00	\$166.00	\$108.00	\$142.00	\$87.00
10.2.1 Visit Airports and Compile Airport Data (Modesto, Oakdale Airports)	\$8,911.00		4	8	8	24	8	8		1
10.2.2 Identify Land Use Data Needs	\$2,489.00		1	2	4	4	4			1
10.2.3 Review Existing ALUCP and Prepare Technical Report (Technical Report No. 1)	\$3,066.00		2	4	4	8			2	
10.2.4 Identify Gaps in Data and Mapping Required for ALUCP and CEQA Analysis	\$2,727.00		2	4	2	4	4			1
10.2.5 Prepare Airport and Land Use Background Data Summary (Technical Report No. 2)	\$14,200.00		4	8	8	40	4	40		4
10.2.6 Airport Activity Analysis and Forecast (Technical Report No. 3)	\$9,784.00		4	8	8	40			8	
10.2.7 ALUC Working Group Meeting No. 2	\$6,352.00		2	16	8	8		4	2	
		0	19	50	42	128	20	52	18	3
DIRECT LABOR COST:	\$47,559.00	\$0.00	\$3,990.00	\$9,000.00	\$6,972.00	\$16,128.00	\$3,320.00	\$5,616.00	\$2,272.00	\$281.00

EXPENSES	
PRINTING	\$200.00
TRAVEL (mileage, toll, meals)	\$450.00
TOTAL EXPENSES:	\$650.00

	DIRECT LABOR COST	EXPENSES	TOTAL
PHASE 2 TOTAL:	\$47,559.00	\$650.00	\$48,209.00

EXHIBIT B

LABOR	CLASSIFICATION:	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SR. PLANNER	PLANNER II	SENIOR TECHNICIAN	TECHNICIAN III	SENIOR EDITOR	Administrative Assistant
10.3: Compatibility Plan Preparation	RATE:	\$270.00	\$210.00	\$180.00	\$166.00	\$126.00	\$166.00	\$108.00	\$142.00	\$87.00
10.3.1 Update Noise Contours for Modesto and Oakdale Airports	\$8,312.00		2	2	2	40		20		
10.3.2 Prepare Policy Framework (Technical Report No. 4)	\$17,052.00		4	24	16	12	24	32		2
10.3.3 Present Policy Framework to ALUC Working Group and General Plan Technical Committee	\$8,092.00		2	16	12	12	4	4	12	
10.3.4 Prepare Administrative Draft ALUCP	\$15,912.00		8	16	16	12	20	20	12	
10.3.5 Prepare Draft ALUCP and Present to ALUC Working Group (Meeting No. 4)	\$9,080.00		8	16	16			12	4	4
10.3.6 General Plan Technical Committee, General Plan Update Committee, and ALUC Meetings	\$9,348.00		2	20	16	8	4	4	4	4
10.3.7 Ongoing Coordination with General Plan Update (2 meetings)	\$8,060.00		2	16	16	8	4	4		
DIRECT LABOR COST:	\$75,856.00	\$0.00	28	110	94	80	56	96	34	0

EXPENSES	
PRINTING	\$400.00
TRAVEL (trips: mileage, toll, meals)	\$2,070.00
TOTAL EXPENSES:	\$2,470.00

	DIRECT LABOR COST	EXPENSES	TOTAL
PHASE 3 TOTAL:	\$75,856.00	\$2,470.00	\$78,326.00

LABOR	CLASSIFICATION:	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SR. PLANNER	PLANNER II	SENIOR TECHNICIAN	TECHNICIAN III	SENIOR EDITOR	Administrative Assistant
10.4: Environmental Impact Analyses (CEQA)	RATE:	\$270.00	\$210.00	\$180.00	\$166.00	\$126.00	\$166.00	\$108.00	\$142.00	\$87.00
10.4.1 Prepare Consistency Determination (Technical Report No. 5)	\$22,668.00		4	12	36	40	40	16		2
10.4.2 Present CEQA Analysis to ALUC Working Group (Meeting No. 5)	\$4,680.00		2	16	4			4	2	
10.4.3 CEQA Documentation Assistance	\$3,288.00		4	8		8				
DIRECT LABOR COST:	\$30,636.00	\$0.00	10	36	40	48	40	20	4	0

EXPENSES	
PRINTING	\$50.00
TRAVEL (2 trip: mileage, toll, meals)	\$345.00
TOTAL EXPENSES:	\$395.00

	DIRECT LABOR COST	EXPENSES	TOTAL
PHASE 4 TOTAL:	\$30,636.00	\$395.00	\$31,031.00

LABOR	CLASSIFICATION:	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SR. PLANNER	PLANNER II	SENIOR TECHNICIAN	TECHNICIAN III	SENIOR EDITOR	Administrative Assistant
10.5: ALUCP/CEQA Review and Adoption	RATE:	\$270.00	\$210.00	\$180.00	\$166.00	\$126.00	\$166.00	\$108.00	\$142.00	\$87.00
10.5.1 Coordinate with Affected Land Use Jurisdictions/Other Stakeholders	\$5,888.00		8	16	8					
10.5.2 Presentation of ALUCP and CEQA Document to ALUC	\$3,792.00		2	12	4		2	2		
10.5.3 Prepare for and Attend up to Two Public Workshops	\$7,052.00		2	16	16		4	4		
10.5.4 Prepare Comment Responses	\$3,380.00		2	4	4	8			4	
10.5.5 Prepare for and Attend ALUCP Public Hearing	\$4,396.00		2	16			4	4		
DIRECT LABOR COST:	\$24,508.00	\$0.00	16	64	32	8	10	10	4	0

EXPENSES	
PRINTING	\$100.00
TRAVEL (4 trips: mileage, toll, meals)	\$1,725.00
TOTAL EXPENSES:	\$1,825.00

	DIRECT LABOR COST	EXPENSES	TOTAL
PHASE 5 TOTAL:	\$24,508.00	\$1,825.00	\$26,333.00

**SECOND AMENDMENT TO STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

Reference is made to the Stanislaus County Professional Design Services Agreement (the "Agreement") dated February 9, 2010 by and between the County of Stanislaus, hereinafter referred to as "County", and ICF-Jones & Stokes Associates, Inc., a Delaware corporation authorized to conduct business in the state of California and a wholly-owned subsidiary of ICF International, hereinafter referred to as "Consultant".

WHEREAS, the Agreement expires on February 9, 2012; and

WHEREAS, additional time is needed to complete the work set forth in the Agreement; and

WHEREAS, Section 3.1 of the Agreement allows for amendments to the Agreement by way of mutually agreeing to modify the Project Management Plan; and

WHEREAS, it is in the mutual benefit of both parties to extend the Agreement and amend the Project Management Plan to reflect that all contracted professional services will be completed by December 31, 2013.

NOW THEREFORE, the parties hereby agree as follows:

1. All contracted professional services will be completed by December 31, 2013. The Project Management Plan will be amended to reflect this new term as necessary.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

By: 
Kirk Ford, Planning Director

CONSULTANT

ICF-JONES & STOKES ASSOCIATES, INC.

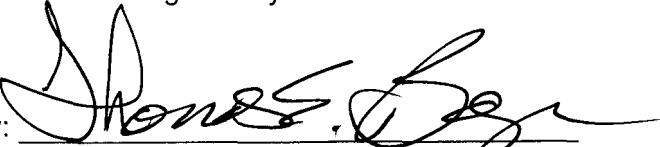
By: 

Typed Name: Harlan Glines

Corporate Title: Sr. Vice President

APPROVED AS TO FORM:

John P. Doering County Counsel

By: 
Thomas E. Boze, Deputy County Counsel