

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

DEPT: Planning and Community Development

BOARD AGENDA # *D-1

Urgent

Routine

AGENDA DATE September 21, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Adopt a Resolution to Authorize the Director of Planning and Community Development, or designee, to Apply for a Sustainable Communities Planning Grant, from the Strategic Growth Council of California, for Fiscal Year 2010-2011, and to Implement the Stanislaus County Regional Sustainability Toolbox Grant Proposal, Provided Grant Funds are Awarded

STAFF RECOMMENDATIONS:

1. Adopt a Resolution to authorize the Director of the Department of Planning and Community Development, or his designee, to apply for a Sustainable Communities Planning Grant, from the California Strategic Growth Council, for Fiscal Year 2010-2011, to allow for the development of county-wide planning documents that address recent climate legislation.
2. Authorize the submittal of a joint funding request to the California Strategic Growth Council for the Stanislaus County Regional Sustainability Toolbox on behalf of the unincorporated areas of Stanislaus County and the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford and to authorize the implementation of the proposed grant program, if funds are awarded.

FISCAL IMPACT:

This grant would provide approximately 1.1 million dollars to the participating jurisdictions of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford and Stanislaus County to allow the development of local planning policies and best practices that address recent climate legislation. The exact amount of this grant is not yet known. There will be no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2010-591

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien

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: Elizabeth A. King
ELIZABETH A. KING, Assistant Clerk

File No.

Approval to Adopt a Resolution to Authorize the Director of Planning and Community Development, or designee, to Apply for a Sustainable Communities Planning Grant, from the Strategic Growth Council of California, for Fiscal Year 2010-2011, and to Implement the Stanislaus County Regional Sustainability Toolbox Grant Proposal, Provided Grant Funds are Awarded

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DISCUSSION:

The Strategic Growth Council has requested submittal of proposals for the Sustainable Communities Planning Grant and Incentive Program. A formal resolution from the elected body is required as part of the application process.

The primary goal of this grant program is to develop and implement plans that reduce greenhouse gas (GHG) emissions (carbon dioxide, ozone, etc.) and achieve the following objectives:

- improve air and water quality,
- promote public health,
- promote equity,
- increase housing affordability,
- increase infill and compact development,
- revitalize urban and community centers,
- protect natural resources and agricultural lands,
- reduce automobile usage and fuel consumption,
- improve infrastructure systems,
- promote water conservation,
- promote energy efficiency and conservation, and
- strengthen the economy.

In collaboration with all nine of the municipalities within the County, Stanislaus County Department of Planning and Community Development, as the lead applicant, has submitted a joint proposal for a grant under the program's Focus Area 1 (Local Sustainable Planning). Stanislaus County and its nine cities propose to develop a Regional Sustainability Toolbox (RST) which will include the development of multiple planning tools to achieve greenhouse gas reductions in the region.

The RST will involve the development of locally driven, community scale projects that are regionally consistent, with the ultimate goal of acting as a guide for the future creation and amendment of innovative local planning documents (including General Plans, Zoning Ordinances, and jurisdictional Climate Action Plans) that address sustainable planning principals and reduce greenhouse gas emissions. Moreover, each individual project sets out to function together as a comprehensive and unified regional strategy that lays the framework for achieving a balanced social, environmental and economic future for the Central Valley.

The RST will be comprised of the following eleven components: (1) Water Efficient Landscape Guidelines and Standards; (2) Model Climate Action Plan; (3) Downtown Form-Based Code; (4) Non-Motorized Transportation Plan and Policies; (5) Model

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Housing Element Policies and Implementation Measures; (6) Sustainable Development Ordinance; (7) Low Impact Developments (LID) Standards and Specifications; (8) Fiscal Assessment of Greenfield vs. Infill Development; (9) Urban Forest Plan; Valley Blueprint Compliance Matrix; CEQA Policies and Procedures; (10) County-wide GHG Emissions Inventory; and (11) Coordinated GIS Central and GHG Tracking System. The goal of the toolbox will be to provide a comprehensive regional template that that can be utilized by each jurisdiction for the updating and creation of short and long term planning documents. Stanislaus County's portion of the scope includes the GHG inventory and centralized GIS tracking system.

The communal goal of the nine cities and the County is to identify shared planning principles whose implementation will enable a sustainable and balanced future for continued economic growth and appropriate urban development, preservation of the rich agricultural land base and water resources, improved education and health, and broader prosperity for the region. All nine cities have, or will obtain formal authorization from their elected bodies to participate. Each City Manager and the Chief Executive have already signed letters of support that are included in the application.

The Grant Application was mailed August 31, 2010. The Council will review applications post recommended awards by November 2010, with the Grant Agreements developed and finalized in December 2010.

POLICY ISSUES:

Applying for a Sustainable Communities Planning Grant is consistent with the Board's priorities of A Safe Community, A Healthy Community, Effective Partnerships, and the Efficient Delivery of Public Services. Such funding would assist the County and the cities within this region in their collaborative efforts for regional compliance with State greenhouse gas legislation, SB375 and AB32.

STAFFING IMPACTS:

There are no staffing impacts at this time. If awarded, the grant would provide funding for staff in the participating jurisdictions of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford and the Stanislaus County Departments of Planning and Community Development and Public Works to develop local planning policies and best practices that address recent climate legislation.

CONTACT PERSON:

Kirk Ford, Planning and Community Development Director. Telephone: (209) 525-6330

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ATTACHMENTS: - Available from Clerk

1. Stanislaus County Regional Sustainability Toolbox Grant Application.
2. Resolution of the Board of Supervisors of Stanislaus County to Authorize the Director of the Department of Planning and Community Development, or his designee, to apply for a Sustainable Communities Planning Grant, from the California Strategic Growth Council, for Fiscal Year 2010-2011.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: September 21, 2010

No. 2010-591

On motion of Supervisor Monteith and approved by the following vote,
Seconded by Supervisor O'Brien

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # *D-1

**RESOLUTION OF THE BOARD OF SUPERVISORS OF STANISLAUS COUNTY
TO AUTHORIZE THE DIRECTOR OF THE DEPARTMENT OF PLANNING AND COMMUNITY
DEVELOPMENT, OR HIS DESIGNEE, TO APPLY FOR A SUSTAINABLE COMMUNITIES PLANNING
GRANT, FROM THE CALIFORNIA STRATEGIC GROWTH COUNCIL, FOR FISCAL YEAR 2010-2011**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the Sustainable Communities Planning Grant and Incentives Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) ; and,

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of the Sustainable Communities Planning Grant program, establishing necessary procedures; and,

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying the approval of application by the Department of Planning and Community Development and the the participating jurisdictions of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford, by their governing boards before submission of said application(s) to the State; and,

WHEREAS, the Department of Planning and Community Development and the nine city partners, if selected, will enter into an agreement with the State of California to carry out the development of the proposal; and,

WHEREAS, a duly noticed public meeting was held by the Board of Supervisors on September 21, 2010, to consider the grant application authorization request at which all interested persons were given the opportunity to be heard; and,

WHEREAS, the Board of Supervisors has reviewed and considered the information contained in the Stanislaus County Regional Sustainability Toolkit grant application;

(Continued on page 2)

ATTEST: **CHRISTINE FERRARO TALLMAN, Clerk**
Stanislaus County Board of Supervisors,
State of California


By: **ELIZABETH A. KING, Assistant Clerk**

File No.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors, Stanislaus County, State of California authorizes the submittal of a joint funding request to the California Strategic Growth Council for funding to implement the Stanislaus County Regional Sustainability Toolkit on behalf of the unincorporated areas of Stanislaus County and the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford;

BE IT FURTHER RESOLVED that this authorization is effective on September 21, 2010, through September 21, 2011;

BE IT FURTHER RESOLVED that the Director, or his designee, is hereby authorized and empowered to execute in the name of the Department of Planning and Community Development, all grant documents, including but not limited to , applications, agreements, amendments and the requests for payments necessary to secure Sustainable Communities Planning Grant funds, from the California Strategic Growth Council, for Fiscal Year 2010-2011, and to implement the approved grant project which will allow for the development of county-wide planning documents that address recent climate legislation.

Adopted this 21st day of September, 2010

**SUSTAINABLE COMMUNITIES PLANNING GRANT AND INCENTIVES
PROGRAM**

***STANISLAUS COUNTY
REGIONAL
SUSTAINABILITY TOOLBOX***

**A Proposal submitted to the
State of California
Strategic Growth Council**

8/30/2010

Submitted Collaboratively by: Stanislaus County (Lead Jurisdiction) and the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford

STEP 1: THRESHOLD REQUIREMENTS

1. Consistency with State Planning Priorities. The overall goal of the Stanislaus County Regional Sustainability Toolkit (RST) is to provide a locally driven set of tools that are consistent with regional, state and federal goals and standards. The foundation of each component within the toolbox will be the State's Planning Priorities to promote equity, strengthen the economy, protect the environment, and promote public health and safety. As such, the function of the RST is to fit state, regional and federal sustainability goals, blueprint plans, and GHG emission reduction thresholds into a locally relevant setting.

2. Reduction of Green House Gases. It is the intention of the activities defined within the Program Objectives section of this proposal, to identify locally specific, measurable actions that each jurisdiction can implement to meet or preferably exceed Statewide GHG emission goals. Each component of the Regional Sustainability Toolkit will be designed to evaluate quantifiable reductions of CO₂ equivalents emissions per year. For example, the City of Newman's model non-motorized transportation plan will include measurable reductions in vehicle miles of travel, carbon monoxide, inhalable particles such as PM10 from tire and brake wear, cold start hydrocarbons, smog forming gases NO_x (Nitrogen Oxides), and/or emissions from stationary engines. Revising municipal codes to encourage and allow for mixed-use, infill and higher density development is also anticipated to result in the reduction of thousands of metric tons of CO₂ equivalents emissions per year.

A central component of the RST will include a baseline inventory of GHG emissions for the entire County. This will allow each jurisdiction to utilize a common data set from which to measure successes and will ultimately create uniform implementation of green house gas reduction policies on a regional scale. Currently, the California Air Resources Board (ARB) has identified placeholders for the San Joaquin Valley for reductions of GHG emissions for automobiles and light trucks in relation to 2005 levels of -1 to 7% for 2020 and -1 to 7% by 2035. Executive Order S-3-05 further, has the following goals: By 2010 – reduce GHG emissions to 2000 levels; By 2020 - reduce GHG emissions to 1990 levels; By 2050 – reduce GHG emissions to 80% below 1990 levels.

The San Joaquin Valley Air Pollution Control District (SJVAPCD) has yet to adopt a formalized Climate Change Action Plan inclusive of existing baseline inventories of GHG emissions within the District, although a Staff Report has been prepared to assist local jurisdictions with CEQA compliance. They have adopted Guidance documents for Valley Land Use Agencies. Calculations to determine reductions of CO_{2e} emissions from the various implementation measures would be based on the SJVAPCD formulas within their adopted guidance documents. Coordination with the District will be a critical component of the Inventory task.

Additionally, StanCOG has recently adopted the 2011 Regional Transportation Plan and will begin the process of creating a Sustainable Communities Strategy, as required by SB 375, and will include the regional strategizing that took place during the Blueprint process into that strategy, which is scheduled to be completed by the end of 2013.

3. Collaboration. In addition to the Stanislaus County Regional Sustainability Toolkit (RST) being a shared effort of all ten municipal jurisdictions within Stanislaus County, it is also the implementation tool for multiple regional planning efforts that are seeking to create a Central Valley future that is socially, environmentally and economically vital. Efforts such as the Stanislaus Council of Government's (StanCog) Regional Transportation Plan, the Valley Blueprint, the Sustainable Communities Strategy, the California Partnership for the San Joaquin Valley, as well as smart planning efforts, already underway or in place, within individual communities will be utilized to create specific tools, model ordinances, and

policies that will be shared among all participating members of this application for implementation within each jurisdiction. This “toolkit” approach allows planning efforts to be both locally appropriate while also being regionally consistent. In addition, this proposal includes collaboration with the Great Valley Center and California State University Stanislaus, the Local Agency Formation Commission (LAFCO) , ICLEI-Local Governments for Sustainability, Stanislaus County Health Services Agency and Stanislaus County Asthma Coalition, as well as others.

Regional Transportation Plan. The Stanislaus Council of Government’s (StanCOG) Regional Transportation Plan (RTP) focuses on five goals; mobility, safety and system preservation, environmental quality, economic/community vitality, and social equity. Stanislaus County’s RST will build off of these with local planning strategies. A letter from our regional transportation entity, StanCOG, is provided as an attachment to this grant application indicating their on-going participation and support of this regional collaborative planning process.

Valley Blueprint. In early 2006, the eight San Joaquin Valley Councils of Governments came together in an unprecedented effort to develop a coordinated Valley Vision: the San Joaquin Valley Regional Blueprint. This venture is being conducted in each county and integrated to form a preferred vision for future development throughout the Valley to the year 2050. The San Joaquin Valley Regional Policy Council adopted a list of 12 Smart Growth Principles to be used as the basis of Blueprint planning in the San Joaquin Valley. The Blueprint is now in the implementation phase, and the proposed Stanislaus toolkit described herein implements those principles.

Sustainable Communities Strategy. StanCOG, in direct partnership with the Planning Directors of all ten jurisdictions, is beginning the process of creating a Sustainable Communities Strategy, as required by SB 375, and will include the regional strategizing that took place during the Blueprint process into that strategy, which is scheduled to be completed by the end of 2013. The Stanislaus County RST will ultimately form the basis for StanCOG’s adoption of a Sustainable Community Strategy.

STEP 2: PROGRAM OBJECTIVES

PROJECT COMPONENTS

General Plan and Zoning Ordinance Modifications. Ultimately, the goal of this proposal is for each of the 10 Jurisdictions to update their General Plans, Zoning Ordinances, and other Codes to comply with SB375 and AB32 requirements, including a variety of implementation measures designed to comply with Federal and State GHG emission thresholds and to form the basis from which StanCOG and the member jurisdictions will prepare a collaborative county-wide, cooperative and internally compatible Sustainable Community Strategy.

Regional Implementation.

The Toolkit is designed to include specific data sources and tools, model ordinances and implementation measures, and example standards and specifications that can be used by all the jurisdictions within the County and the region. Each jurisdiction has proposed to develop one or more of the toolkit components as described below. Each jurisdiction will be required, as part of the collaborative effort to complete the components described and provide training for the other jurisdictions on how to implement the process within their own communities. Additionally, staff would be made available to train and share toolkit components with other regional jurisdictions. Maintaining communication between all partners will be critical to successful collaboration. Planning Directors from all ten jurisdictions, LAFCO, and StanCOG meet each month and will use that meeting to provide updates and progress status reports as needed.

More formalized team meetings will also be scheduled as necessary. These meetings will also ensure that there is no duplication of effort and will ensure ongoing collaboration between all of the partner agencies.

The following describes each Toolkit Component and provides an evaluation of each project based on the questions requested within the Grant Guidelines' Appendix K – Evaluation Questions:

Toolkit Component 1 – Water Efficient Landscape Guidelines and Standards

Responsible Party: City of Ceres

The City of Ceres will create Water Efficient Landscape Guidelines and Standards, in compliance with the State's Model Water Efficient Landscape Ordinance, to improve water conservation and to limit runoff to storm drain systems that convey water to canal and river systems. With the adoption and implementation of these standards, water consumption would be reduced within new residential, commercial and industrial developments. Further, these updated standards will require an enhanced design and maintenance of landscaped areas for new development that limits overspray into driveways, sidewalks, parking lots and roadways. Successful limitation of overspray and water accumulation on these impervious surfaces would also potentially reduce pollutants picked up by water from entering into storm drain systems, which may ultimately find its way into a canal and river through surface discharge. Coordinating with local water providers on water usage and TDS levels over time will provide a long term measurement tool for the outcomes of this project. Prior to installation of any new landscaping associated with a project, staff will evaluate landscape plans to ensure adherence to the Water Efficient Landscape Guidelines and Standards. By completing that necessary step, staff can ensure that developed landscape areas are in compliance with updated standards. Requiring new landscaped areas to utilize low flow irrigation systems, such as drip irrigation, will also increase the longevity of green spaces by eliminating watering practices that often lead to dead and dying plants and grass areas. These better maintained green spaces will increase public use, ultimately improving public health through interaction and access to recreation. Prior to adoption of a model Water Efficient Landscape Guidelines and Standards, local agencies and the public will be provided opportunity to review and comment on any plan prior to action being taken during public hearings by the Ceres Planning Commission and Ceres City Council.

Toolkit Component 2 – Model Climate Action Plan

Responsible Party: City of Hughson

The City of Hughson proposes to create a local climate action plan to reduce greenhouse gas emissions. The plan would establish a tool at the local level to maintain greenhouse gas emission data for existing land uses and proposed new development activities. The plan would include reduction targets, thresholds, and implementation measures, air quality measures, water conservation measures, energy conservation, and green building measures. Specifically the Model Climate Action Plan may include urban forestry and greening projects, water and energy efficiency projects, integrated development patterns, and improved transportation planning focused on reducing automobile usage. A protocol would be created to track the progress in achieving greenhouse gas emission reduction goals. The proposal would include purchasing any necessary software. The Hughson proposal will use the County-wide inventory, thresholds, and implementation measures and apply it to a city level. This proposal is intended to serve as a model for other local agencies.

Toolkit Component 3 – Downtown Form-Based Code

Responsible Party: City of Modesto

The City of Modesto will create a downtown form-based code, crafted with the idea of reducing motor vehicle trips by facilitating a finely-grained land use mix and reduced parking requirements. An integrated land use-transportation model will be used to evaluate the form-based code with respect to its context in each city or census-designated place. Measurable outcomes include reducing VMT and improving non-automobile mode share will result in concurrent direct reductions in NO_x, VOC, and PM₁₀

and indirect reductions in O₃. The intent is to develop codes that will increase the supply of land that will accommodate housing by allowing residential uses in areas currently zoned for commercial development. Additionally, areas to which the code could be applied would be expected to develop in a manner that reduces the need to drive and, therefore, the need to own a car, thereby reducing the cost of living and improving overall affordability.

Producing a downtown form-based code is about promoting and facilitating the reuse of developed areas to improve the efficient use of land (infill and compact). The Housing and Community Development Department requires that municipalities accommodate specified numbers of dwelling units. While Modesto has accommodated its RHNA for the current cycle, implementing a form-based code will allow Modesto and other municipalities to add housing to commercial areas, increasing the supply of land that will accommodate housing. Additionally, the downtown form-based code is intended for use in areas where development is planned to intensify, increasing transit, walking, and bicycling opportunities and reducing the need to own a car, resulting in locational affordability.

This project is itself a revitalization strategy. By facilitating the reuse of land, actively promoting finely grained land uses, reducing parking requirements, and requiring new development to encourage walking, bicycling, and transit through appropriate development standards, affected areas will be revitalized. Further, accommodating more development within the existing city limits will reduce the amount of greenfield land used for new development, thereby protecting agriculture and natural resources. Compact infill development results in buildings that are individually more energy efficient (multi-story and attached buildings are more efficient than single-story and detached buildings), but also reduces energy consumption associated with transportation.

Toolkit Component 4 – Non-Motorized Transportation Plan and Policies

Responsible Party: City of Newman

The City of Newman will prepare a model Non-Motorized Transportation Plan. An effective Non-Motorized Transportation program can have many positive impacts on a community including, improved health for adults and children, reduced environmental impacts, reduced traffic congestion, increased recreation opportunities, enhanced tourism and economic activity, and a generally improved community climate. The model ordinance will include policies and implementation measures that would be effective in individual neighborhood designs, applicable to both small communities and to designated areas of larger cities.

The City of Newman will coordinate the development of their plan with local agencies and residents to ensure connectivity to existing efforts and to increase local support for non-motorized transportation. The Stanislaus County Health Services Agency; Stanislaus County Asthma Coalition ; HEART Coalition; Mobilizing for Action Through Planning and Partnerships; Nutrition and Fitness Council; and Safe Communities Coalition are among a few of the partners that will be involved in the development of the plan. To increase community awareness, the City will partner with Stanislaus County Health and Human Services Department to educate citizens on the importance of an active lifestyle, i.e. walking and bicycling, and with the Police Department to provide education about bicycle safety, with the ultimate goal of increasing the overall health of Newman residents. The City of Newman will also hold public meetings to discuss the design, amenities and features of the Non-Motorized Transportation Plan. Said meetings will be held on a variety of days and times (to allow for various schedules) at a convenient location; the City Council Chambers, located in Downtown Newman.

Outcomes from the Non-Motorized Transportation Plan will be measured through the use of community surveys. Energy conservation benefits from a shift towards increased walking or cycling are estimated to average 5¢ per urban peak mile, 4¢ per urban off-peak mile, and 3¢ per rural mile. Organized walking tours highlighting the City's history will be provided to promote the plan as well as to stimulate economic

growth. As visitors from the region or beyond take advantage of the increased accessibility of the City's destinations they will likely spend more money at local businesses. High profile facilities, such as the West Side Theatre, can also prove to attract tourists and related businesses to the region by reflecting a high quality of life. Cities with extensive Non-Motorized Transportation usage are often among those rated "most livable" in various national surveys and studies, increasing home values and marketability.

According to the European Union Council of Ministers of Transport, a sustainable transportation system is one that: 1. Allows the basic access and development needs of individuals, companies and society to be met safely and in a manner consistent with human and ecosystem health, and promotes equity within and between successive generations; 2. Is Affordable, operates fairly and efficiently, offers a choice of transport mode, and supports a competitive economy, as well as balanced regional development; and 3. Limits emissions and waste within the planet's ability to absorb them, uses renewable resources at or below their rates of generation, and uses non-renewable resources at or below the rates of development of renewable substitutes, while minimizing the impact on the use of land and the generation of noise. To put it simply, Sustainable transport refers to any means of transport with low impact on the environment; such as walking, cycling or transit oriented development and makes a positive contribution to the environmental, social and economic sustainability of the communities they serve.

In accordance with the above items, it is envisioned that the City of Newman's Non-Motorized Transportation Plan will result in a greater number of individuals freely choosing alternative transportation modes (walking, bicycling, etc.), which will lead to healthier lifestyles, improved air and water quality, and a safer, more sustainable community.

Toolkit Component 5 – Model Housing Element Policies and Implementation Measures

Responsible Party: City of Oakdale

The City of Oakdale will create a model Housing Element that incorporates sustainable development policies that not only benefit the climate, but improve their communities in various ways. The element will be updated to meet existing and projected housing needs, to improve access to affordable housing and to identify strategies to effectively address climate change concerns. Strategies may include promoting higher density, infill housing, housing along transit corridors, mixed-use, or downtown revitalization.

The Housing Element is the only element of a General Plan that must be certified by the State. Promoting higher-density in-fill development closer to an urban center can solve needs for affordable housing for low and very low income families while simultaneously reducing greenhouse gas emissions. The current climate favors in-fill building as there are a high number of empty homes and lots with existing water and sewer infrastructure systems.

The update of the housing element provides an important opportunity to evaluate and adopt programs and strategies benefiting both housing supply and affordability, and energy and climate objectives. Many local governments are setting out to become models of sustainable development, implementing policies that not only benefit the climate, but improve their communities in various ways. The housing element update can provide an effective mechanism to adopt new efficient land-use strategies such as infill, mixed-use, or downtown revitalization. It can also provide a vehicle for local governments to adopt housing and land-use strategies to address climate change and the reduction of green house gas emissions. Most of the housing and land-use strategies adopted by local governments to meet their existing and projected housing needs can also serve to effectively address climate change concerns. For example, promoting higher density, infill housing for low-income workers and housing along transit corridors also can significantly contribute to reductions in green house gas emissions.

The City of Oakdale will also coordinate with HCD to ensure that the policies provide measurable outcomes that meet or exceed State requirements. Those outcomes may include the number of mixed use in-fill units created within a Housing Element cycle, or the number of disadvantaged households or target income families provided with down payment assistance or other program help.

Toolkit Component 6 – Sustainable Development Ordinance

Responsible Party: City of Patterson

The City of Patterson will create a model Sustainable Development Ordinance that includes implementation measures that foster compliance with the requirements of SB 375/AB32. Drawing from standards established under state law, adopted by the San Joaquin Valley Regional Air Pollution Control District, and from the Valley Blueprint, policies will be developed and adopted to evaluate all development projects undertaken within the City of Patterson. Project level air quality impacts will be determined and mitigated to a level consistent with the California Air Quality Control Board and San Joaquin Valley Regional Air Pollution Control District's air quality standards. The Model Sustainable Development Ordinance will develop a reclaimed water policy for industrial, commercial, recreational, agricultural, and roadway landscaping uses, including a project level requirement of connection to the City's reclaimed water system. The increased use of reclaimed water will decrease the city of Patterson's overall impact on area aquifers.

The Model Sustainable Development Ordinance would also act as a project level implementation tool for General Plan designations such as Patterson's Neighborhood Village designation, which encourages a range of uses, including a range of housing densities, neighborhood serving commercial centers, parkland, etc. As communities are built with increased emphasis on decreasing vehicular miles driven and increasing walking and biking, health will increase as a result of better air quality and increased physical activity. Encouraging a range of housing densities and types will ultimately serve to increase affordable housing choice. The City's ordinance would ultimately seek to combine innovative development, such as the Neighborhood Village designation, with strategic policies for location and infrastructure. The ultimate goal of the model ordinance is to preserve and enhance of the City's natural environment (air, water, soil, etc.) in concert with its social environment (public facilities, social integration, public safety, etc.).

To ensure that the ordinance remains locally relevant, public participation will act as a key component of all decisions related to the development of the ordinance and its implementation. Public participation levels would be monitored during the development phase. Public notices and postings would be placed in numerous areas around the City, including the senior center, the Westside Resource Center, and the Patterson Teen Center.

Toolkit Component 7– Low Impact Developments (LID) Standards and Specifications

Responsible Party: City of Riverbank

The City of Riverbank will prepare Low Impact Developments (LID) Standards and Specifications that can be used as a model for new development throughout the region. The goal of the project is to develop standards and specifications that typical small cities in the Central Valley can adopt and give to developers for inclusion into subdivision design, including standards for drainage and vegetation appropriate for the Central Valley climate.

Low impact development (LID) describes a land planning and engineering design approach to managing stormwater runoff. LID emphasizes conservation and use of on-site natural features to protect water quality. This approach implements engineered small-scale hydrologic controls to replicate the pre-development hydrologic regime of watersheds through infiltrating, filtering, storage, evaporation, and detaining runoff close to its source. For example, native soil from site grading can be mixed with organic compost to provide rich topsoil and reduce water and fertilizer needs. As another example, clay can be used as the preferred liner material for swales, rather than concrete gutters, helping to ensure vegetation

survival during the hot summer months by allowing moisture to move up through the soil. By mimicking natural systems, LID standards will improve storm water run-off quality, decrease water usage and increase the health of landscaped areas.

Developing a model Low Impact Development Standard and Specifications for municipalities will help the Stanislaus River as well as other rivers and creeks flowing into the San Joaquin Delta by reducing stormwater at the source. As Riverbank and other Central Valley cities have developed, stormwater running off impervious surfaces has had a major impact on our river, delta and wildlife. By diffusing storm water and using natural vegetation to scrub storm water, Low Impact Development standards will level the current quantity of pollutants entering into the rivers of our Central Valley. Although the techniques for Low Impact Development are well known, these standards have typically been developed in areas with year round rainfall, the watershed areas around the Chesapeake Bay and Puget Sound. To successfully implement low impact development standards for the watershed area around the San Joaquin Delta will require landscape techniques that take into account a much hotter drier summers, hardpan soils conditions, and different native vegetation.

Developing standards and specifications for LID will mean that Central Valley cities will be able to readily adopt stormwater management standards that includes trees, bioretention, permeable pavements, green roofs and rainwater harvesting. In addition to the stormwater management functions of these practices, these technologies can simultaneously help filter air pollutants, reduce energy demands, mitigate urban heat islands, and sequester carbon while also providing communities with aesthetic and natural resource benefits. The elimination of single use drainage basins will also reduce the pressure of developing agricultural lands while the natural processes mimicked by LID will lead to greater ground water recharge capabilities.

Toolkit Component 8– Fiscal Assessment of Greefield vs Infill Development

Responsible Party: City of Turlock

The City of Turlock intends to evaluate the fiscal impacts of adopting more sustainable land use patterns, including higher density, mixed use development. The analysis will compare the initial public and private capital costs of both low and high density development, as well as the impact on ongoing operating and maintenance cost for the City of Turlock. The scenarios evaluated will include the City's current General Plan land use designations, the preferred land use plan, and up to four additional conceptual land use plans used in the Turlock General Plan Update process. The analysis will assess all public services and facilities, not just transportation, with the goal of establishing a benchmark for other communities in the Valley to promote more sustainable patterns of development. The analysis will supplement the fiscal studies underway as part of the City's General Plan Update process. The final report will identify public and private financing mechanisms that can be used to pay for both capital and ongoing operating and maintenance costs of new development. The outcome of the fiscal assessment is anticipated to be a tool to encourage and promote sustainable development practices within the region, dispelling myths that infill development is too costly to pursue.

Toolkit Component 9– Urban Forest Plan; Valley Blueprint Compliance Matrix; CEQA Policies and Procedures

Responsible Party: City of Waterford

The City of Waterford is proposing to develop local programs, General Plan amendments and to adopt codes that would support the State AB 32 goals of reducing GHG emissions, implement SB 375 and support the Blueprint strategies implementation in Stanislaus County and the City of Waterford. The City's strategy of developing an Urban Forest Plan, SB 375/Valley Blue Print Plan compliance matrix and an update to the City's CEQA Policies and Procedures to implement the City's sustainable communities strategy is part of Waterford's comprehensive program to comply with the requirements of state law and

enhance the sustainable efforts of the City as described in the "Sustainable Development" Element of the City's General Plan."

One of the key elements in the City's Water Quality strategy is the treatment of urban runoff before it is discharged into the regional surface water system (the Tuolumne River). This program is part of the General Plan implementation strategy. Improvements to the City's infrastructure (storm water and water systems) and implementation of the City's Urban Forest Plan for landscaping and creation of green areas that filter storm water runoff prior to discharge into the surface water system. The project will improve the quality of urban storm water runoff entering the regional surface water system. In addition, these City initiatives are expected to result in "in-fill" developments becoming the major focus of urban growth in the City of Waterford compared to "Greenfield" type of development and urban expansion.

The overall objective of creating a healthy environment that promotes non-vehicular "transportation" options will have a positive impact overall to community "health". Miles of bike paths and walkways connecting various land uses is central to the Waterford project. The City of Waterford's "project" addresses every objective in the Healthy Communities component of the Prop. 84 program through its comprehensive approach to the preservation and enhancement of the City's natural environment (air, water, soil, etc.) and social environment (public facilities, social integration, public safety, etc.).

The overall impact of the City's efforts can be measured in the number of acres of "Prime" farmland converted to urban uses as the city grows over time. An additional measure would be the number of acres set aside within the city for open space and natural habitat preservation. It should be noted that the City has established a natural resource preservation corridor/trail system along the northern bank of the Tuolumne River which borders the City of Waterford. The City's efforts in wildlife and natural resource conservation are reflected in the policies and programs of the City General Plan. Future efforts, with respect to water conservation and urban forests, will further enhance these policies and programs.

Toolkit Component 9 – County-wide GHG Emissions Inventory

Responsible Party: County of Stanislaus

In order for all ten jurisdictions to comply with various State and Federal GHG emission reduction thresholds, it is critical to understand the baseline from which we will measure those reductions. Neither Stanislaus County nor any of the nine cities currently have a suitable, current GHG Emissions Inventory.

Stanislaus County, in collaboration with the Great Valley Center's Energy Program, intends to utilize Clean Air and Climate Protection Software (CACP 2009) from ICLEI-Local Governments for Sustainability or a similar product to produce a baseline inventory of GHG emissions for the Community. CACP 2009 is a one-stop emissions management tool that calculates and tracks emissions and reductions of greenhouse gases (carbon dioxide, methane, nitrous oxide) and criteria air pollutants (NO_x, SO_x, carbon monoxide, volatile organic compounds, PM₁₀, PM_{2.5}) associated with electricity, fuel use, and waste disposal. CACP 2009 was created to support emissions inventorying and climate action planning based on the principles and methods of the Local Government Operations Protocol (LGOP).

The CACP software inventories community GHG emissions for all operations within the selected boundary of the local government. A separate government analysis tab determines GHG emissions of local government operations and is a subset of the community analysis. The community analysis divides GHG emissions among residential, commercial, industrial, transportation, and waste sectors. The government analysis divides emissions among buildings, vehicle fleet, employee commute, streetlights, water/sewage, and waste sectors. The Great Valley Center will, with interns from CSU-Stanislaus, provide the Local Government Operations tab of the Clean Air and Climate Protection Software (CACP 2009) inventory through funding from Pacific Gas and Electric Company's Green Communities program.

GHG emissions, sortable by jurisdiction and type, will be quantified in terms of CO2 equivalents. Each GHG has a different Global Warming Potential (GWP) that represents its power as a GHG relative to a standard. CO2 is used as the standard for GHG emissions because it is most abundant in the atmosphere and has the lowest GWP. Emissions of GHGs quantified in this inventory are reported in metric tons of CO2e based on the GWP of the gas.

Toolkit Component 11 – Coordinated GIS Central and GHG Tracking System

Responsible Party: County of Stanislaus

The final, yet critical, component of the Toolkit is developing a Coordinated GIS system and related applications that can be utilized by all ten jurisdictions to evaluate land use decisions and to track GHG reductions. The County currently has a baseline GIS system with a variety of applicable data layers posted on the County web site. This system is relatively limited in its ability to function as a true analysis tool for land use planning and GHG emission tracking. Through coordination with either the City of Fresno or the Sacramento Area Council of Governments, Stanislaus County will examine the potential of implementing the I-PLACES3s program in conjunction with the CACP inventory tools described above. I-PLACES3S is a software tool that facilitates an integrated land use and transportation planning known as scenario planning. It provides a web-based platform from which to communicate ideas, store data, and analyze potential outcomes. Should the I-PLACES3s program not be suitable or compatible, Stanislaus County GIS staff and consultants will develop a GIS based GHG tracking application and make it available on the web for the nine cities and other jurisdictions.

A county-wide GHG tracking system will enable all jurisdictions to geographically track emission reductions and identify localized areas, such as our Economically Disadvantaged Communities, where positive or negative impacts from various implementation measures may be occurring. One critical task of implementing the GIS Central system will be to collect and maintain suitable data layers in an easily accessible and usable platform. In addition to the participating jurisdictions, agencies such as the local LAFCO, Water, Sewer and Irrigation Districts, Community Service Districts, and others will be approached to provide and maintain specific critical data layers, including infrastructure availability, District Boundaries, and collection and distribution facilities. The GIS Central tool will enable the various jurisdictions (including smaller Cities and LAFCO with limited budgets) to utilize state-of-the-art GIS to provide graphically-oriented geographic assessments to assist with numerous sustainable planning programs, including analyzing future development proposals, developing Specific Plans, processing future annexations and reorganizations, tracking energy conservation and climate change, provision of affordable housing and conducting fiscal impact assessments.

STEP 3: PRIORITY CONSIDERATIONS

1. Ongoing Collaboration. First and foremost this proposal involves partners committed to jointly developing, locally applying, mutually evaluating, broadly sharing, and individually implementing an array of proven and best practice smart land use planning tools. Model plans and development codes, climate action strategies, sustainability policies and programs, and related public education, engagement, and leadership development initiatives will be developed that connect and combine the Smart Growth Principles adopted and established as the benchmark for achieving a San Joaquin Valley Blueprint, the six major initiatives of the California Partnership for the San Joaquin Valley Strategic Action Proposal, and the HUD-EPA-DOT Livability Principles. All nine cities within Stanislaus County and the County itself are directly involved in these collaborative efforts.

There are multiple sustainable planning projects proposed throughout the region. Each of these projects has been taken into consideration within the proposed project scope to prevent the duplication of efforts, and to maximize organizational capacity, consistency and collaboration through regional partnerships.

The San Joaquin Valley Councils of Governments, collaboratively with the eight Central California Valley Counties (San Joaquin, Stanislaus, Merced, Madera, Fresno, Kings, Tulare, and Kern counties), have submitted a prop 84 grant fund proposal for a Strategic Growth Council Sustainable Communities Plan. This plan will design and implement a Training Program that will enable small and medium-size city and county staff to gain the skills, knowledge, and tools to update their general plan and/or prepare a climate action plan in-house with a minimum of outside assistance. The Stanislaus County RST application was intentionally designed to compliment the Central California Regional MPO prop 84 grant application and to avoid duplication.

Additionally, an application was also submitted by the Cities of Modesto, Riverbank, and Oakdale for a State Route 108 Revitalization and Relinquishment Plan. The State Route (SR) 108 Corridor serves as a major transportation and commercial spine in the cities of Modesto, Riverbank and Oakdale but has experienced disinvestment over the years. The State Route 108 Relinquishment & Reinvestment Plan will stimulate and revitalize these Corridors by setting the stage for higher density infill and redevelopment to occur. The proposal is complimentary to the Stanislaus RST, and will identify specific locations along the corridor to implement the policies and Guidelines developed through the RST.

Lastly, a Sustainable Communities Regional Planning Grant Program project entitled “Smart Valley Places” (SVP) has been submitted for federal funding through HUD. This proposal includes a Compact of 14 federally defined urbanized areas (population of 50,000 or more) in the eight counties of the San Joaquin Valley region: Cities of Stockton, Manteca, Lodi, Modesto, Turlock, Merced, Madera, Fresno, Clovis, Hanford, Visalia, Porterville, Tulare, and Delano. Each City and other partners will complete specific tasks such as Light Rail Corridor/Route Planning, Development Code Updates and Implementation, GIS planning tool development, General Plan Updates, and Climate Action Planning. The Stanislaus RST was designed in collaboration with some of the Smart Valley Places COMPACT partner cities and compliments their scope of work. We intend to collaborate with the Smart Valley Places team members. The two scopes together compliment each other and will result in an expanded toolkit that will be available for all regional and statewide jurisdictions.

All of these efforts, in addition to the projects in progress discussed Step 1, Question 3 of this grant proposal, will continue to be coordinated into a unified regional effort. Project representatives will meet quarterly to discuss progress and issues with implementation and outcomes of the various programs though regional Blueprint meetings, community forums and through jurisdictional trainings.

2. Best Practices. The Stanislaus County Regional Sustainability Toolbox (RST) will develop a bottom up legislative compliance toolbox of draft GHG reduction general plan policies, goals and implementation measures to be adopted by the various partner agencies. These policies will ensure that the jurisdictions will be implementing similar measures throughout the County in order to comply with regional thresholds. Each jurisdiction is responsible for submitting a focused project proposal that will then be utilized in our regional toolbox. This will allow the policies and implementation measures to be locally relevant while simultaneously being regionally compatible. Included in the grant a proposal, is the training of each grant partner on the process each jurisdiction went through to complete the project, so that policies can be implemented within each individual community.

3. Funding Leverage.

The Cities of Patterson and Turlock and the County of Stanislaus are currently updating their General Plans. Riverbank and Waterford have recently completed their updates. These local updates will, in total cost several million dollars. Staff and consultant time have already been spent collecting and analyzing some of the baseline data that would have been necessary to complete part of the work scope defined

herein. As such, the requests for funding have been kept to a minimum to complete only those tasks that are not funded by General Fund or other local dollars. In total, the local Jurisdictions have committed over \$220,000 of in-kind staff time and cash matches.

The Great Valley Center Energy Program (<http://www.gvc-energy.org/>) has been selected to act as a Local Government Partner to implement Pacific Gas and Electric Company's (PG&E's) Green Communities program in partnership with ICLEI- Local Governments for Sustainability. A priority of this program is to provide CSU-Stanislaus interns to assist local government staff with the development of baseline greenhouse gas (GHG) emission inventories. This program will be used to complete the Local Government Emissions Inventories for each local jurisdiction. In addition, each Jurisdiction, to the extent possible, has identified local dollars or staff time as a match in order to implement their particular project component.

4. Climate Change. All geographic areas within Stanislaus County have the potential to be affected by climate change in one way or another. All of the County's citizens, business owners, disadvantaged neighborhoods and our agricultural producers will be impacted. Three major river systems, critical wildlife habitat areas, and natural open spaces will also be impacted. All of the proposed toolbox components have the potential to positively impact these effects. For example, the City of Newman through its Non-Motorized Transportation Plan will protect and enhance the air quality and will have the measurable effect of decreasing CO₂ and PM₁₀. Patterson's Sustainable Development Ordinance, Modesto's Downtown Form Based Codes, and Hughson's Model Climate Action Plan will all include policies and measures that when implemented will positively affect the causes of climate change. The County and the Great Valley Center's Inventory will provide each jurisdiction with the baseline from which GHG reductions can be measured and as such, will provide a clear indicator of the effects that each toolkit component will have on climate change.

5. Economically Disadvantaged Communities. Forty-four census tracts within the partner jurisdictions meet the definitions of "Disadvantaged Communities" or "Severely Disadvantaged Communities", with most identified as "Severely Disadvantaged". Backup data is provided in Attachment 7. Areas with high concentrations of low-income residents often accompany a lack of infrastructure such as sewer systems, lighting, sidewalks, and transit lines, and often share a lack access to clean air, healthy food, recreational space, and opportunities for high-quality education, living wage employment, and decent housing. Within the Health field, it is common to draw connections between health, income levels and the environment. Illustrating these relationships requires the analysis of data from disparate domains, including economics, employment, land use, education, housing, and health. These data domains are multi-disciplinary in nature and require collaboration between groups that are generally unfamiliar with each other's language and practices. Geographic information systems (GIS) technology offers a powerful tool for overcoming these barriers by arraying these various data sets across a common geographic platform. GIS permits a neighborhood-level perspective on the relative access to these important resources and environmental factors. Finally, GIS also allows data to be presented in a user-friendly form for health scientists, policymakers, and the lay public. (Using Maps to Promote Health Equity: The Challenge of Local Public Health Practice in Eliminating Health Disparities - Using GIS as a Tool To Illustrate Health Inequity. Anthony B. Iton, M.D., J.D., MPH, Director and Health Officer, Alameda County Public Health Department, June 2009)

The GHG Emissions inventory in combination with GIS data projects of the Stanislaus County Regional Sustainability Toolkit will be utilized to analyze potential relationships between specific livability measures, such as transit access, supermarket access, proximity to parks, air quality, etc. to the existing GHG levels within designated EDC areas. This will allow local policymakers to connect unique environmental factors to the region's economically disadvantaged communities with real data. This data can then be utilized to design effective implementation measures to be incorporated within planning

documents, as well as to better inform existing programs such as the Stanislaus County Redevelopment Agency, the Stanislaus County Community Development Consortium and by Stanislaus County Health Services Agency Mobilizing for Action through Planning and Partnership (MAPP).

Coordinating the GIS & GHG Inventory projects with existing efforts such as the Stanislaus County Health Services Agency's 2008 Community Health Assessment, which provides a comprehensive assessment of public health in the county which takes into account over 70 social, economic, health and behavioral determinants of health, and existing California and U.S. Department of Housing and Urban Development grant funds will both maximize resources and promote equity in economically disadvantaged areas of the incorporated Cities and the Unincorporated County.

STEP 4: ORGANIZATIONAL CAPACITY

1. Organizational Experience. All of the partner jurisdictions have the administrative capability, operational experience and staff capacity to complete the project. Several have recently completed or have initiated comprehensive General Plan Updates (including Housing element Updates) and ordinance amendments. All have administered and completed Federal, State and locally funded grant programs. In the last several years, the Cities and County have undertaken a number of Community Development Block Grant (CDBG) projects ranging from small housing rehabilitation projects, to large infrastructure construction projects. Additionally, the County and its five CDBG Consortium members and the City of Modesto have implemented the federal Neighborhood Stabilization Program totaling \$44 million. In addition to state and federally funded Planning related projects, the Cities and County receive and utilize other grant funding for various projects, including capital improvements, transportation infrastructure, law enforcement, parks, and social services. All partner jurisdictions take pride in managing funds efficiently and completing projects in a timely manner, and have dedicated staff that will manage and maintain all grant awards in accordance with their specific administrative guidelines. Each jurisdiction has available staff capacity to perform the tasks as defined and will continue to share resources on an as needed basis in order to complete the work plan in a timely manner and within budget. Technical expertise related to the GHG Inventory and other minor tasks will likely be contracted through each jurisdiction on an as-needed basis.

2. Partners' Role in Proposal Development. Stanislaus County, all nine Cities within the County, the local MPO (StanCOG) and the Stanislaus County Local Agency Formation Commission (LAFCO) are all active partners in the proposal. Each jurisdiction and agency has specific activities assigned to them that when completed will result in the basic deliverable of a local collaborative Sustainability Toolbox that will be available to all and will be shareable throughout the region and the State.

3. Monitoring Outputs – Budget and Schedule Deadlines. Stanislaus County will take responsibility for overall administration, tracking and reporting related to the Grant. Stanislaus County currently is the lead for the Stanislaus County CDBG Consortium comprised of the County and five of the partner Cities. The County has the capacity and experience in administering collaborative grant funded activities including the CDBG program, Neighborhood Stabilization Program, and others. The County Planning Directors meet on a monthly basis and we anticipate quarterly progress reports from each jurisdiction.

4. Contingency Plans. The County and Cities are committed to the work plan and budget. Staff time to complete the projects will be covered by grant funding, jurisdictional General Funds, and Special Revenues depending on jurisdiction.

5. Work Plan & Implementation. Details regarding how the Work Plan will be implemented are provided in Section 2.

STANISLAUS COUNTY REGIONAL SUSTAINABILITY TOOLKIT - Summary of Program Objectives

	Work Plan Component										
	Water Efficient Landscape Guidelines and Standards	Model Climate Action Plan	Downtown Form Based Code	Non-Motorized Transportation Plan and Policies	Model Housing Element Policies and Implementation Measures	Sustainable Development General Plan Element	Low Impact Developments (LID) Standards and Specifications	Fiscal Assessment of Greenfield vs Infill Development	Street Tree Ordinance; Valley Blueprint Compliance Matrix; CEQA Policies and Procedures	County-wide GHG Inventory	Coordinated GIS Tracking System
	City of Ceres	City of Hughson	City of Modesto	City of Newman	City of Oakdale	City of Patterson	City of Riverbank	City of Turlock	City of Waterford	Stanislaus County	Stanislaus County
EDC				X			X		X	X	X
Air Quality		X	X	X	X	X	X	X	X	X	X
Water Quality	X	X					X		X	X	X
Public Health	X	X	X	X	X	X	X		X	X	X
Equity Affordable Housing			X		X	X	X		X	X	X
Infill and Compact Development		X	X		X	X	X	X	X	X	X
Revitalize Urban and Community Centers			X	X	X				X	X	X
Protect Natural Resources and Agriculture		X	X				X	X	X		X
Reduce Automobile Use and Fuel Consumption		X	X	X	X	X		X	X	X	X
Improve Infrastructure Systems				X	X		X	X	X	X	X
Promote Water Conservation	X	X	X			X	X		X		X
Promote Energy Efficiency and Conservation		X	X				X	X	X	X	X
Strengthen the Economy			X				X		X	X	X

APPENDIX L - Budget Form

Responsible Jurisdiction	PROPOSAL ELEMENT	Total Cost	Council Grant Request	In-Kind Staff Time Match*	In-Kind Staff Time Hours	Cash Match*
Stanislaus County	Administration					
	Administration	\$ -				
	Staff Time	\$ 25,000	\$ 15,000	\$ 10,000		
	Consultants	\$ -				
	Public Outreach	\$ -				
	Materials	\$ -				
	SUBTOTAL TASK	\$ 25,000	\$ 15,000	\$ 10,000	-	\$ -
Stanislaus County	Collaborative GIS Central					
	Administration	\$ -				
	Staff Time	\$ 123,500	\$ 75,000	\$ 43,500	250	\$ 5,000
	Consultants	\$ 25,000	\$ 25,000			
	Public Outreach	\$ -				
	Materials	\$ -				
	SUBTOTAL TASK	\$ 148,500	\$ 100,000	\$ 43,500	250	\$ 5,000
Stanislaus County	GHG Inventory					
	Administration	\$ -				
	Staff Time	\$ 90,000	\$ 50,000	\$ 20,000	250	\$ 20,000
	Consultants	\$ 50,000	\$ 50,000			
	Public Outreach	\$ -				
	Materials	\$ -				
	SUBTOTAL TASK	\$ 140,000	\$ 100,000	\$ 20,000	250	\$ 20,000
Ceres	Water Efficient Landscape Guidelines and Standards					
	Administration	\$ 5,000		\$ 5,000	50	
	Staff Time	\$ 75,000	\$ 60,000	\$ 15,000	150	
	Consultants	\$ 25,000	\$ 25,000			
	Public Outreach	\$ 9,000	\$ 9,000			
	Materials	\$ 6,000	\$ 6,000			
	SUBTOTAL TASK	\$ 120,000	\$ 100,000	\$ 20,000	200	\$ -
Hughson	Model Climate Action Plan					
	Administration	\$ 3,800	\$ 2,000	\$ 1,800	20	
	Staff Time	\$ 15,900	\$ 14,500	\$ 1,400	20	
	Consultants	\$ 80,000	\$ 80,000			
	Public Outreach	\$ 500	\$ 500			
	Materials	\$ 3,000	\$ 3,000			
	SUBTOTAL TASK	\$ 103,200	\$ 100,000	\$ 3,200	40	\$ -

APPENDIX L - Budget Form

Responsible Jurisdiction	PROPOSAL ELEMENT	Total Cost	Council Grant Request	In-Kind Staff Time Match*	In-Kind Staff Time Hours	Cash Match*
Modesto	Downtown Form Based Code					
	Administration	\$ 10,000	\$ 5,000	\$ 5,000	50	
	Staff Time	\$ 95,000	\$ 80,000	\$ 15,000	275	
	Consultants	\$ -	\$ -	\$ -	-	
	Public Outreach	\$ 10,000	\$ 10,000	\$ -	-	
	Materials	\$ 5,000	\$ 5,000	\$ -	-	
	SUBTOTAL TASK	\$ 120,000	\$ 100,000	\$ 20,000	325	\$ -
Newman	Non-Motorized Transportation Plan and Policies					
	Administration	\$ 19,000	\$ 14,500	\$ 4,500	109	
	Staff Time	\$ 43,500	\$ 30,000	\$ 13,500	287	
	Consultants	\$ 50,000	\$ 50,000	\$ -	-	
	Public Outreach	\$ 7,200	\$ 5,500	\$ 1,700	27	
	Materials	\$ 300	\$ -	\$ 300	-	
	SUBTOTAL TASK	\$ 120,000	\$ 100,000	\$ 20,000	423	\$ -
Patterson	Sustainable Development Ordinance					
	Administration	\$ 10,000		\$ 10,000	120	
	Staff Time	\$ 50,000	\$ 50,000			
	Consultants	\$ 50,000	\$ 50,000			
	Public Outreach	\$ -				
	Materials	\$ -				
	SUBTOTAL TASK	\$ 110,000	\$ 100,000	\$ 10,000	120	\$ -
Oakdale	Model Housing Element Policies					
	Administration	\$ 5,000		\$ 5,000	50	
	Staff Time	\$ 60,000	\$ 60,000			
	Consultants	\$ 25,000	\$ 25,000			
	Public Outreach	\$ 9,000	\$ 9,000			
	Materials	\$ 6,000	\$ 6,000			
	SUBTOTAL TASK	\$ 105,000	\$ 100,000	\$ 5,000	50	\$ -
Riverbank	Low Impact Developments (LID) Standards and Specifications					
	Administration	\$ 5,000		\$ 5,000	100	
	Staff Time	\$ 20,000		\$ 20,000	400	
	Consultants	\$ 80,000	\$ 80,000			
	Public Outreach	\$ 15,000	\$ 15,000			
	Materials	\$ 5,000	\$ 5,000			
	SUBTOTAL TASK	\$ 125,000	\$ 100,000	\$ 25,000	\$ 500	\$ -

APPENDIX L - Budget Form

Responsible Jurisdiction	PROPOSAL ELEMENT	Total Cost	Council Grant Request	In-Kind Staff Time Match*	In-Kind Staff Time Hours	Cash Match*
Turlock	Fiscal Assessment of Greefield vs Infill Development					
	Administration	\$ 4,320		\$ 4,320	30	
	Staff Time	\$ 50,000	\$ 50,000			
	Consultants	\$ 50,000	\$ 50,000			
	Public Outreach	\$ -				
	Materials	\$ -				
	SUBTOTAL TASK	\$ 104,320	\$ 100,000	\$ 4,320	30	\$ -
Waterford	Street Tree Ordinance; Valley Blueprint Compliance Matrix; CEQA Policies and Procedures					
	Administration	\$ 10,000		\$ 10,000	120	
	Staff Time	\$ 50,000	\$ 50,000			
	Consultants	\$ 50,000	\$ 50,000			
	Public Outreach	\$ 3,000				\$ 3,000
	Materials	\$ 2,000				\$ 2,000
	SUBTOTAL TASK	\$ 115,000	\$ 100,000	\$ 10,000	120	\$ 5,000
Totals	\$ 1,336,020	\$ 1,115,000	\$ 191,020	2,308	\$ 30,000	

* Staff Time In-Kind Match for GIS component includes \$23,500 offer from LAFCO
 Staff Time and In-Kind Match does NOT include Great Valley Center Costs for GHG Inventory

APPENDIX M- WORK PLAN

Work Plan

Lead Applicant: Stanislaus County
Proposal Title: Stanislaus County Regional Sustainability Toolbox

High Level Activities/Milestones	Responsible Party	Proposed Start/End Dates
General Plan and Zoning Ordinance modifications	Stanislaus County; all 9 Cities	January 2011 - January 2013
Local Toolkit	Stanislaus County; all 9 Cities	January 2011 - January 2013
Water Efficient Landscape Guidelines and Standards	City of Ceres	January 2011 - January 2013
Model Climate Action Plan	City of Hughson	January 2011 - January 2013
Downtown Form Based Code	City of Modesto	January 2011 - January 2013
Non-Motorized Transportation Plan and Policies	City of Newman	January 2011 - January 2013
Model Housing Element Policies and Implementation Measures	City of Oakdale	January 2011 - January 2013
Sustainable Development Ordinance	City of Patterson	January 2011 - January 2013
Low Impact Developments (LID) Standards and Specifications	City of Riverbank	January 2011 - January 2013
Fiscal Assessment of Greefield vs Infill Development	City of Turlock	January 2011 - January 2013
Street Tree Ordinance; Valley Blueprint Compliance Matrix; CEQA Policies and Procedures	City of Waterford	January 2011 - January 2013
County-wide GHG Inventory	Stanislaus County	January 2011 - January 2012
Coordinated GIS Tracking System	Stanislaus County	January 2011 - January 2013

APPENDIX J - INDICATORS AND OUTCOMES

Program Objectives	Indicators (Data Point)	Desired Outcomes
Air Quality	GHG Emissions (consistent w/regional target and AB 32)	Decrease
	Number of gross polluting vehicles	Decrease
	Ozone precursors and particulate matter (to meet State/federal attainment status)	Decrease
	Indirect Indicator: Daily VMT	Decrease
Water Quality	Sedimentation in Urban runoff	Decrease
	Use of Reclaimed Wastewater	Increase
	Limit waste of potable water due to overspray and design	Decrease
Public Health	Obesity	Decrease
	Population with Asthma	Decrease
	Population with Heart Disease	Decrease
	Miles of walkable or bikeable residential, commercial and industrial areas and trails in relation to City Population	Increase
	Proportion of walking/biking trips relative to vehicle trips	Increase
	Enrollment in City Adult Sports Programs to total City Population Ratio.	Increase
	Access to healthy foods through accessible neighborhood grocers/farmers markets	Increase
Equity Affordable Housing	Housing supply that meets regional Housing Needs Allocation for extremely low, very low, and low income households	Increase
	Down Payment Assistance for targeted Income Groups	Increase
	Rank of City in Regional Affordability of Housing.	Increase or Maintain
	Number of Housing Units located in Infill projects	Increase
Infill and Compact Development	Proportion of Jobs and housing Units within 1/2 mile of Transit	Increase
	Ratio of Infill vs. Greenfield Housing Units Built Annually.	Increase or Maintain.
	Number of Housing Units per acre	Increase
	Downtown Form Based Code within 1/4 mile of existing bus transfer station and future high speed rail station	Increase
Revitalize Urban and Community Centers	Dollars spent serving new greenfield development vs. infill	Decrease
	Number of Visitors	Increase
	Greater investment in urban/community centers (planning and infrastructure in older urban and community centers)	Increase
	Sales Tax Receipts Collected Within Downtown Core.	Increase
	Business License Issued Within Downtown Core	Increase
	Square feet of commercial and residential development in existing neighborhood centers	Increase
Protect Natural Resources and Agriculture	Acres of Natural Resource, Open Space Lands Added to City or County Preservation Inventory Annually.	Increase
	Acres of "Prime" Agricultural lands annexed into City Limits or Spheres of Influence per year (# of Acres converted to Development)	Decrease

APPENDIX J - INDICATORS AND OUTCOMES

Program Objectives	Indicators (Data Point)	Desired Outcomes
Reduce Automobile Use and Fuel Consumption	Access to and use of public transit	Increase
	Use of non-motorized methods	Increase
	Numbers of Vehicles on roadways	Decrease
	Vehicle Miles Traveled (VMT) or Per Capita Vehicle Trip Counts on Selected Major Roadways.	Decrease
	Pedestrian/Bicycle Paths Mileage.	Increase
	Pedestrian, Bike, and Transit Usage	Increase
	Number of mixed-use centers and connectivity	Increase
Improve Infrastructure Systems	Identify Improvement Projects and Plans for access to basic water, sewer, and storm drain infrastructure	Increase
	Annual Per Capita Infrastructure Investment.	Increase or Maintain
	Annual Per Capita Infrastructure Maintenance Costs.	Decrease
	Numbers of Vehicles on roadways	Decrease
	Per capita stormwater pollutants discharged to Stanislas River/San Joaquin River/Delta	Decrease
	Average wastewater discharge per equivalent dwelling unit (EDU)	Decrease
Promote Water Conservation	Creage of natural stormwater management systems	Increase
	Per Capita Municipal Water Usage (Residential, Commercial, Industrial)	Decrease
Promote Energy Efficiency and Conservation	Costs of design, installation and maintenance of landscape areas	Decrease
	Overall Per Capita Electrical Energy Consumption	Decrease
	Building energy consumption	Decrease
	Number of buildings meeting California standards, Green building standards, LEED equivalent	Increase
Strengthen the Economy	Building energy use from renewable sources	Increase
	Municipal Fuel Costs	Decrease
	Annual Sales Tax Receipts	Increase
	Purchase of non-motorized transport	Increase
	Jobs-housing balance (Ratio of Jobs to Housing Units)	Increase

AGREEMENT DESIGNATING STANISLAUS COUNTY
AS THE FISCAL AGENT FOR ADMINISTRATION OF
THE STRATEGIC GROWTH COUNCIL'S
SUSTAINABLE COMMUNITIES PLANNING GRANTS AND INCENTIVES PROGRAM
PROPOSITION 84 GRANT
FOR THE STANISLAUS COUNTY REGIONAL SUSTAINABILITY TOOLBOX
2011

This AGREEMENT is made and entered into this 8th day of August 2011, by and between the CITY OF HUGHSON, hereafter called "CITY," and STANISLAUS COUNTY, hereinafter called "COUNTY,"

WITNESSETH:

WHEREAS the COUNTY (as lead jurisdiction) has collaboratively submitted a grant proposal with the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford, hereinafter called "CITIES", to the Strategic Growth Council for the Stanislaus County Regional Sustainability Toolbox; and

WHEREAS the COUNTY and CITIES have been awarded a total of \$1,000,000 from the Strategic Growth Council funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84); and

WHEREAS the COUNTY submitted the grant request in collaboration with the CITIES to facilitate development of locally driven, community scale projects that are regionally consistent with the ultimate goal of acting as a guide for the future creation and amendment of innovative local planning documents, including general plans, zoning ordinances and climate action plans, and to fit state, regional, and federal sustainability goals, blueprint plans, and greenhouse gas emission reduction thresholds into a locally relevant setting; and

WHEREAS the COUNTY is designated as the lead jurisdiction in the grant proposal, and the grant award has been issued with COUNTY taking full responsibility for overall grant administration, tracking and reporting attributable to the grant; and

WHEREAS the CITIES and COUNTY have determined that it is mutually beneficial to have COUNTY administer the grant and disburse funds for grant-eligible activities in the COUNTY and CITIES; and

WHEREAS the COUNTY must be designated the lead jurisdiction and fiscal agent by the CITIES in order to directly execute contracts for the Strategic Growth Council and Proposition 84 funded activities;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Upon execution of this Agreement, COUNTY shall be designated as lead jurisdiction and fiscal agent and CITY shall be designated as a Sub-recipient for funds for the Strategic Growth Council's grant funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) for the Stanislaus Regional Sustainability Toolbox, the funds for which shall be disbursed by the COUNTY. The maximum amount of funds covered by this agreement shall be \$91,804.58. In the event that the Strategic Growth Council reduces the allocation to the COUNTY, CITY's allocation will be reduced proportionately.

2. As a sub-recipient, CITY may contract with other entities to perform grant-eligible activities. Grant eligible activities CITY desires to engage in must be approved by COUNTY in advance of any contract being executed. COUNTY approval will be evidenced by a project approval letter to the CITY.
3. CITY agrees that any grant-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in the grant guidelines. In addition, any contract made between CITY and another entity for the use of grant funds pursuant to this Agreement shall comply with all applicable grant regulations. A copy of all contracts for grant-funded activities shall be sent to the COUNTY.
4. CITY agrees to perform all tasks necessary to complete the tasks as described in the attached work plan assigned to the CITY for a cost not to exceed the amount as described in the attached budget.
6. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to the COUNTY and CITY as follows:

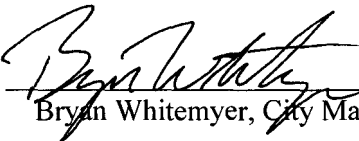
COUNTY	CITY
Director, Stanislaus County	Community Development Director
Department of Planning and Community Development	City of Hughson
1010 10th Street, Suite 3400	PO Box 9
Modesto, CA 95354	Hughson, CA 95326
209-525-6330	

7. This Agreement shall be in effect until December 31, 2013, or until all grant funds allocated to CITY are disbursed to CITY or for the duration of any regulatory agreement executed in conjunction with a project financed with grant funds, whichever is longer.
8. CITY and COUNTY shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with grant regulations. To the extent permitted by law, CITY and COUNTY will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508(c), whichever is longer.
8. CITY and COUNTY will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by grant regulations including but not limited to the annual performance report and any quarterly reports required by COUNTY or the Grant Administrator.
9. COUNTY agrees to defend, indemnify and hold harmless CITY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of COUNTY in the performance of the scope of work except those arising by reason of the sole negligence of CITY, its officers, employees or agents.
10. CITY agrees to defend, indemnify and hold harmless COUNTY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of CITY in the performance of the scope of work except those arising by

reason of the sole negligence of COUNTY, its officers, employees or agents.

12. CITY shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
13. CITY agrees to comply with all requirements, which are now, or which may hereafter be imposed by the Strategic Growth Council or Department of Conservation for the grant program, including but not limited to verification of eligible costs, reimbursement of expenditures, disbursement of grant funds, regulations regarding loss of funding, State and local audit and accounting requirements, and record retention.
16. CITY and COUNTY acknowledge that direct related costs, including staff to implement, incurred during the performance period specified in the grant agreement will be eligible for reimbursement. All eligible costs must be supported by appropriate documentation as required by the Granting agency. Costs incurred outside of the performance period and indirect costs are not eligible.
17. If the CITY withdraws from the grant, at COUNTY's request and with Strategic Growth Council approval CITY shall transfer to COUNTY any accounts receivable attributable to the CITY's allocation of grant funds and any CITY allocation of grant funds on hand at the time CITY withdraws from the grant collaborative. Along with this transfer, CITY shall assume all obligations and responsibilities attributable to such funds.
18. Breach of this Agreement may result in the suspension or termination of CITY as a sub-recipient of grant funds.
19. In conjunction with performance of this Agreement, CITY has been made aware of and will comply with all applicable affirmative action anti-discrimination and equal opportunity guidelines and requirements of the federal, state or local government. CITY will use its best efforts to utilize minority and female enterprises and ensure that minority and female enterprises have equal opportunity to compete for subcontractor work under this contract.
20. This Agreement may be amended only by written agreement of the parties hereto.

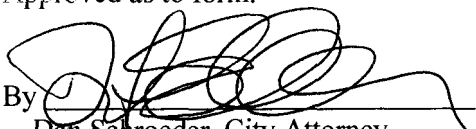
CITY OF HUGHSON

By 
Bryan Whitemyer, City Manager

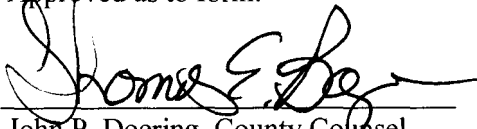
STANISLAUS COUNTY

By 
Kirk Ford, Director
Planning and Community Development

Approved as to form:

By 
Dan Schroeder, City Attorney

Approved as to form:

By 
John P. Doering, County Counsel

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

BOARD OF SUPERVISORS

2011 SEP 30 A 9:29

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 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 County has asked Consultant to perform additional work and Consultant agrees to perform work, effective August 10, 2011; and

WHEREAS, Section 7.19 of the Agreement allows for amendments to the Agreement; and

NOW THEREFORE, the parties hereby agree as follows:

1. Section 1.1 Scope of Services is amended to read:

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 and (b) County-wide Greenhouse Gas Emissions Inventory. Consultant shall provide such services in accordance with the specific tasks as set forth in Exhibit A and Exhibit A-1.

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.

2. Section 2.1 Compensation is amended to read:

Consultant shall be paid in accordance with the fee schedules set forth in Exhibit B and B-1, attached hereto and made a part of this Agreement (collectively, the "Fee Schedule"). Consultant's compensation set forth in Exhibit B, shall in no case exceed Eight-Hundred Twenty-Six Thousand Four-Hundred Three Dollars (\$826,403.00). Consultant's compensation set forth in Exhibit B-1, shall in no case exceed One-Hundred Two Four-Hundred Thirty Dollars (\$102,430.00).

3. By signing this Agreement Amendment both parties do mutually agree to amend the Project Management Plan, including extension of the term of Agreement to allow for completion of additional work to August 2012. Project Management Plan shall be amended and approved by both parties within 60 calendar days of execution of this Amended Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

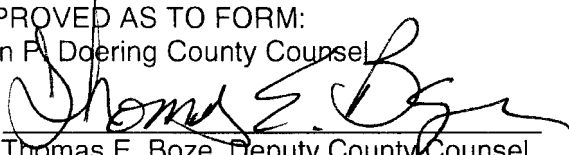
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

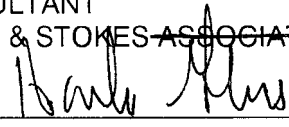
By: 
Kirk Ford, Planning Director

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

Approved: Board of Supervisor's Resolution
#2010-591
Dated September 21, 2010

APPROVED AS TO FORM:
John P. Doering County Counsel
By: 
Thomas E. Boze, Deputy County Counsel

CONSULTANT
^{ICF} JONES & STOKES ASSOCIATES, INC.

By: 

Typed Name: Harlan Alines

Corporate Title: Sr. Vice President

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 ALUCP 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 A-1

Work Plan and Schedule of Deliverables

Stanislaus County, Regional Sustainability Toolbox - Toolkit No. 10

Project Objectives: – County-Wide Greenhouse Gas Emissions Inventory

High Level Activities/Milestones	Responsible Parties	Schedule of Deliverables (Months from Start. Start year: 2011)
TOOLKIT NO. 10 – COUNTY-WIDE GREENHOUSE GAS EMISSIONS INVENTORY	<i>Stanislaus County Planning Staff, Consultant -</i>	August 2011 – August 2012
Task 10.1 Data Source and Scoping Issues	<i>Stanislaus County, Consultant – Jones & Stokes</i>	August 2011- September 2011
Task A Literature and Data Source Review Task B Preliminary Scoping Task C Finalization of Data Source and Scoping Issues		
Task 10.2 Methodology Development and Data Acquisition	<i>Stanislaus County, Consultant – Jones & Stokes</i>	August 2011 - November 2011
Task A Methodology Development Task B Data Acquisition Task C Oakdale Inventory Development (to be completed by October 2011)		
Task 10.3 Baseline Inventory Development	<i>Stanislaus County, Consultant – Jones & Stokes</i>	October 2011 – July 2012
Task A Hughson Inventory Development (to be completed by March 2012) Task B Inventory Development (all other Cities and Unincorporated Stanislaus County) Task C Inventory Summaries and Review Task D Incorporate Local Government Inventory Results Task E Produce Draft Inventory Report Task F Revise Inventory Report Task G Produce Final Inventory Report		
Task 10.4 Project Partners Data Sharing and Training	<i>Stanislaus County, Consultant – Jones & Stokes</i>	August 2012

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 \$200	C. Villarreal \$135	\$100		
1	Project Initiation 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) Planning Commission Mtgs	8			8	\$1,600
	2 (1) BOS Hearings	8			8	\$1,600
		0			0	\$0
6	Environmental Impact Report					
		0				\$0
7	Airport Land Use Plan					
	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

	DIRECT LABOR COST	EXPENSES	TOTAL
Stanislaus County ALUCP Update			
10.1: Project Management and Coordination	\$20,894.00	\$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)	\$30,836.00	\$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	\$168.00	\$128.00	\$168.00	\$108.00	\$142.00	\$87.00
10.1: Project Management and Coordination		5	8	72	12	0	1	0	2	28
10.2: Data Collection, Compilation, and Review		0	19	50	42	128	20	52	16	3
10.3: Compatibility Plan Preparation		0	28	110	94	50	56	96	34	0
10.4: Environmental Impact Analyses (CEQA)		0	10	36	40	48	40	20	4	0
10.5: ALUCP/CEQA Review and Adoption		0	18	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	\$168.00	\$128.00	\$168.00	\$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	\$2,748.00	1		12					1	2
10.1.3 Establish and Hold Kick-off Meeting with ALUC Working Group	\$7,400.00		4	24	12		1			1
DIRECT LABOR COST:	\$20,894.00	\$1,350.00	\$1,680.00	\$12,000.00	\$1,992.00	\$0.00	\$108.00	\$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:	\$20,894.00	\$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	\$168.00	\$128.00	\$168.00	\$108.00	\$142.00	\$87.00
10.2.1 Visit Airports and Compile Airport Data (Modesto, Oakdale Airports)	\$6,911.00		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)	\$3,096.00		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	\$8,352.00		2	16	8	8		4	2	
DIRECT LABOR COST:	\$47,559.00	\$0.00	\$3,990.00	\$9,000.00	\$6,972.00	\$16,128.00	\$3,320.00	\$5,816.00	\$2,272.00	\$261.00

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		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	
10.3.6 General Plan Technical Committee, General Plan Update Committee, and ALUC Meetings	\$9,348.00		2	20	16	8	4	4	4	
10.3.7 Ongoing Coordination with General Plan Update (2 meetings)	\$6,000.00		2	10	10	8	4	4	4	
DIRECT LABOR COST:	\$75,858.00	\$0.00	28	110	64	80	56	96	34	\$0.00

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:	\$75,858.00	\$2,470.00	\$78,328.00

LABOR	CLASSIFICATION:	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SR. PLANNER	PLANNER II	SENIOR TECHNICIAN	TECHNICIAN III	SENIOR EDITOR	Administrative Assistant
10.4: Environmental Impact Analysis (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)	\$22,868.00		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				2	
10.4.3 CEQA Documentation Assistance	\$3,288.00		4	8		8				
DIRECT LABOR COST:	\$30,836.00	\$0.00	10	36	40	48	40	20	4	\$0.00

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

	DIRECT LABOR COST	EXPENSES	TOTAL
PHASE 4 TOTAL:	\$30,836.00	\$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	\$5,380.00		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	\$0.00

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

EXHIBIT B-1

Grantee Name:

(Stanislaus County Regional Sustainability Toolbox - Toolkit 10) County-Wide Greenhouse Gas Emissions Inventory

Toolkit No. 10 - County-Wide Greenhouse Gas Emissions Inventory- Stanislaus County									
			# of	(D*E)	192.63% Overhead, 6% Fee	(F+G)	Funding Sources		
PERSONNEL	Title	Hr. Rate	Hours	Salary	Benefits	Total	DOC Grant	Cash	In-Kind
CONSULTANTS									
show hourly rate for self as well as any support staff or subcontractors of the consultants									
Walter R	Proj Dir	\$ 182.00	54	\$ 9,828.00	Included	\$ 9,828.00	\$ 8,000.00	\$ -	\$ 1,180.00
Rivasplata A	Sr Adv	\$ 160.00	13	\$ 2,080.00	Included	\$ 2,080.00	\$ 1,080.00	\$ -	\$ 1,000.00
Rosen R	Proj Man	\$ 152.00	95	\$ 14,440.00	Included	\$ 14,440.00	\$ 10,000.00	\$ -	\$ 3,775.00
Hatcher S	Tech Lead	\$ 162.00	197	\$ 31,914.00	Included	\$ 31,914.00	\$ 25,000.00	\$ -	\$ 6,520.00
Schuster B	Tech Anal	\$ 107.00	249	\$ 26,643.00	Included	\$ 26,643.00	\$ 25,000.00	\$ -	\$ 1,145.00
Mahendra A	Transp Lead	\$ 145.00	30	\$ 4,350.00	Included	\$ 4,350.00	\$ 4,350.00	\$ -	\$ -
Matsui C	Tech Anal	\$ 80.00	218	\$ 17,440.00	Included	\$ 17,440.00	\$ 16,440.00	\$ -	\$ 1,000.00
Staff	Support Editor	\$ 75.00	30	\$ 2,250.00	Included	\$ 2,250.00	\$ 2,110.00	\$ -	\$ 140.00
Staff	Pub Spec	\$ 65.00	30	\$ 1,950.00	Included	\$ 1,950.00	\$ 1,950.00	\$ -	\$ -
Subconsultant Fehr & Peers	Transp Analysis	N/A	N/A	\$ 8,500.00	N/A	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -
Total						\$ 119,395.00	\$ 102,430.00	\$ -	\$ 14,760.00

**AGREEMENT DESIGNATING STANISLAUS COUNTY AS THE FISCAL AGENT
FOR ADMINISTRATION OF THE STRATEGIC GROWTH COUNCIL
SUSTAINABLE COMMUNITIES PLANNING GRANTS AND INCENTIVES
PROGRAM PROPOSITION 84 GRANT FOR THE STANISLAUS COUNTY
REGIONAL SUSTAINABILITY TOOLBOX 2011**

2011 SEP 30 A 9:29

This AGREEMENT is made and entered into this 26th day of August, 2011, by and between the CITY OF NEWMAN , hereafter called "CITY," and STANISLAUS COUNTY, hereinafter called "COUNTY,"

WITNESSETH:

WHEREAS the COUNTY (as lead jurisdiction) has collaboratively submitted a grant proposal with the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford, hereinafter called "CITIES", to the Strategic Growth Council for the Stanislaus County Regional Sustainability Toolbox; and

WHEREAS the COUNTY and CITIES have been awarded a total of \$1,000,000 from the Strategic Growth Council funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84); and

WHEREAS the COUNTY submitted the grant request in collaboration with the CITIES to facilitate development of locally driven, community scale projects that are regionally consistent with the ultimate goal of acting as a guide for the future creation and amendment of innovative local planning documents, including general plans, zoning ordinances and climate action plans, and to fit state, regional, and federal sustainability goals, blueprint plans, and greenhouse gas emission reduction thresholds into a locally relevant setting; and

WHEREAS the COUNTY is designated as the lead jurisdiction in the grant proposal, and the grant award has been issued with COUNTY taking full responsibility for overall grant administration, tracking and reporting attributable to the grant; and

WHEREAS the CITIES and COUNTY have determined that it is mutually beneficial to have COUNTY administer the grant and disburse funds for grant-eligible activities in the COUNTY and CITIES; and

WHEREAS the COUNTY must be designated the lead jurisdiction and fiscal agent by the CITIES in order to directly execute contracts for the Strategic Growth Council and Proposition 84 funded activities;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Upon execution of this Agreement, COUNTY shall be designated as lead jurisdiction and fiscal agent and the City of Newman (CITY) shall be designated as a Sub-recipient for funds for the Strategic Growth Council's grant funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) for the Stanislaus Regional Sustainability Toolbox, the funds for which shall be disbursed by the COUNTY. The maximum amount of funds covered by this agreement shall be \$87,628.19. In the event that the Strategic Growth Council reduces the allocation to the COUNTY, CITY's allocation will be reduced proportionately.
2. As a sub-recipient, CITY may contract with other entities to perform grant-eligible activities. Grant eligible activities CITY desires to engage in must be approved by COUNTY in advance of any contract being executed. COUNTY approval will be evidenced by a project approval letter to the CITY.

3. CITY agrees that any grant-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in the grant guidelines. In addition, any contract made between CITY and another entity for the use of grant funds pursuant to this Agreement shall comply with all applicable grant regulations. A copy of all contracts for grant-funded activities shall be sent to the COUNTY.
4. CITY agrees to perform all tasks necessary to complete the tasks as described in the attached work plan assigned to the CITY for a cost not to exceed the amount as described in the attached budget.
6. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to the COUNTY and CITY as follows:

COUNTY

Kirk Ford, Director
Stanislaus County Department of Planning and Community Development
1010 10th Street, Suite 3400
Modesto, CA 95354
(209) 525-6330

CITY

Michael E. Holland, City Manager
City of Newman
1162 Main Street/P.O. Box 787
Newman, CA 95360
(209) 862-3725

7. This Agreement shall be in effect until August 30, 2013, or until all grant funds allocated to CITY are disbursed to CITY or for the duration of any regulatory agreement executed in conjunction with a project financed with grant funds, whichever is longer.
8. CITY and COUNTY shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with grant regulations. To the extent permitted by law, CITY and COUNTY will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508(c), whichever is longer.
8. CITY and COUNTY will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by grant regulations including but not limited to the annual performance report and any quarterly reports required by COUNTY or the Grant Administrator.
9. COUNTY agrees to defend, indemnify and hold harmless CITY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of COUNTY in the performance of the scope of work except those arising by reason of the sole negligence of CITY, its officers, employees or agents.
10. CITY agrees to defend, indemnify and hold harmless COUNTY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising

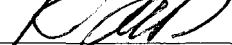
out of acts or omissions of CITY in the performance of the scope of work except those arising by reason of the sole negligence of COUNTY, its officers, employees or agents.

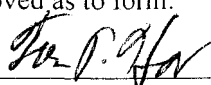
12. CITY shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
13. CITY agrees to comply with all requirements, which are now, or which may hereafter be imposed by the Strategic Growth Council or Department of Conservation for the grant program, including but not limited to verification of eligible costs, reimbursement of expenditures, disbursement of grant funds, regulations regarding loss of funding, State and local audit and accounting requirements, and record retention.
16. CITY and COUNTY acknowledge that direct related costs, including staff to implement, incurred during the performance period specified in the grant agreement will be eligible for reimbursement. All eligible costs must be supported by appropriate documentation as required by the Granting agency. Costs incurred outside of the performance period and indirect costs are not eligible.
17. If the CITY withdraws from the grant, at COUNTY's request and with Strategic Growth Council approval CITY shall transfer to COUNTY any accounts receivable attributable to the CITY's allocation of grant funds and any CITY allocation of grant funds on hand at the time CITY withdraws from the grant collaborative. Along with this transfer, CITY shall assume all obligations and responsibilities attributable to such funds.
18. Breach of this Agreement may result in the suspension or termination of CITY as a sub-recipient of grant funds.
19. In conjunction with performance of this Agreement, CITY has been made aware of and will comply with all applicable affirmative action anti-discrimination and equal opportunity guidelines and requirements of the federal, state or local government. CITY will use its best efforts to utilize minority and female enterprises and ensure that minority and female enterprises have equal opportunity to compete for subcontractor work under this contract.
20. This Agreement may be amended only by written agreement of the parties hereto.

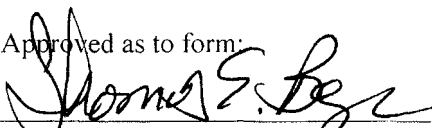
CITY OF NEWMAN

STANISLAUS COUNTY

By 
Michael E. Holland, City Manager

By 
Kirk Ford, Director
Planning and Community Development

Approved as to form:
By 
Thomas P. Hallinan, City Attorney

Approved as to form:
By 
John P. Doering, County Counsel

AGREEMENT DESIGNATING STANISLAUS COUNTY
AS THE FISCAL AGENT FOR ADMINISTRATION OF
THE STRATEGIC GROWTH COUNCIL'S
SUSTAINABLE COMMUNITIES PLANNING GRANTS AND INCENTIVES PROGRAM
PROPOSITION 84 GRANT
FOR THE STANISLAUS COUNTY REGIONAL SUSTAINABILITY TOOLBOX
2011

This AGREEMENT is made and entered into this 1st day of August 2011, by and between the CITY OF MODESTO, hereafter called "CITY," and STANISLAUS COUNTY, hereinafter called "COUNTY,"

WITNESSETH:

WHEREAS the COUNTY (as lead jurisdiction) has collaboratively submitted a grant proposal with the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford, hereinafter called "CITIES", to the Strategic Growth Council for the Stanislaus County Regional Sustainability Toolbox; and

WHEREAS the COUNTY and CITIES have been awarded a total of \$1,000,000 from the Strategic Growth Council funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84); and

WHEREAS the COUNTY submitted the grant request in collaboration with the CITIES to facilitate development of locally driven, community scale projects that are regionally consistent with the ultimate goal of acting as a guide for the future creation and amendment of innovative local planning documents, including general plans, zoning ordinances and climate action plans; and to fit state, regional, and federal sustainability goals, blueprint plans, and greenhouse gas emission reduction thresholds into a locally relevant setting; and

WHEREAS the COUNTY is designated as the lead jurisdiction in the grant proposal, and the grant award has been issued with COUNTY taking full responsibility for overall grant administration, tracking and reporting attributable to the grant; and

WHEREAS the COUNTY and CITIES have determined that it is mutually beneficial to have COUNTY administer the grant and disburse funds for grant-eligible activities in the COUNTY and CITIES; and

WHEREAS the COUNTY must be designated the lead jurisdiction and fiscal agent by the CITIES in order to directly execute contracts for the Strategic Growth Council and Proposition 84 funded activities;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Upon execution of this Agreement, COUNTY shall be designated as lead jurisdiction and fiscal agent and CITY shall be designated as a Sub-recipient for funds for the Strategic Growth Council's grant funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) for the Stanislaus Regional Sustainability Toolbox, the funds for which shall be disbursed by the COUNTY. The maximum amount of funds covered by this agreement shall be **\$100,000**. In the event that the Strategic Growth Council reduces the allocation to the COUNTY, CITY's allocation will be reduced proportionately.

2. As a sub-recipient, CITY may contract with other entities to perform grant-eligible activities. Grant eligible activities CITY desires to engage in must be approved by COUNTY in advance of any contract being executed. COUNTY approval will be evidenced by a project approval letter to the CITY.
3. CITY agrees that any grant-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in the grant guidelines. In addition, any contract made between CITY and another entity for the use of grant funds pursuant to this Agreement shall comply with all applicable grant regulations. A copy of all contracts for grant-funded activities shall be sent to the COUNTY.
4. CITY agrees to perform all tasks necessary to complete the tasks as described in the attached work plan assigned to the CITY for a cost not to exceed the amount as described in the attached budget.
6. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to the COUNTY and CITY as follows:

COUNTY

Director, Stanislaus County
 Dept. of Planning & Community Development
 1010 10th Street, Suite 3400
 Modesto, CA 95354
 209-525-6330

CITY

Planning Manager, City of Modesto
 Community & Economic Development Dept.
 1010 10th Street, Suite 3300
 P.O. Box 642
 Modesto CA 95353
 209-577-5267

7. This Agreement shall be in effect until December 31, 2013, or until all grant funds allocated to CITY are disbursed to CITY or for the duration of any regulatory agreement executed in conjunction with a project financed with grant funds, whichever is longer.
8. CITY and COUNTY shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with grant regulations. To the extent permitted by law, CITY and COUNTY will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508(c), whichever is longer.
8. CITY and COUNTY will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by grant regulations including but not limited to the annual performance report and any quarterly reports required by COUNTY or the Grant Administrator.
9. COUNTY agrees to defend, indemnify and hold harmless CITY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of COUNTY in the performance of the scope of work except those arising by reason of the sole negligence of CITY, its officers, employees or agents.
10. CITY agrees to defend, indemnify and hold harmless COUNTY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising

out of acts or omissions of CITY in the performance of the scope of work except those arising by reason of the sole negligence of COUNTY, its officers, employees or agents.

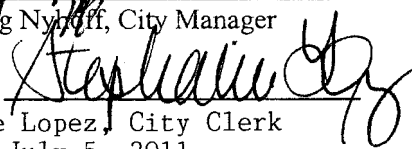
12. CITY shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
13. CITY agrees to comply with all requirements, which are now, or which may hereafter be imposed by the Strategic Growth Council or Department of Conservation for the grant program, including but not limited to verification of eligible costs, reimbursement of expenditures, disbursement of grant funds, regulations regarding loss of funding, State and local audit and accounting requirements, and record retention.
16. CITY and COUNTY acknowledge that direct related costs, including staff to implement, incurred during the performance period specified in the grant agreement will be eligible for reimbursement. All eligible costs must be supported by appropriate documentation as required by the Granting agency. Costs incurred outside of the performance period and indirect costs are not eligible.
17. If the CITY withdraws from the grant, at COUNTY's request and with Strategic Growth Council approval CITY shall transfer to COUNTY any accounts receivable attributable to the CITY's allocation of grant funds and any CITY allocation of grant funds on hand at the time CITY withdraws from the grant collaborative. Along with this transfer, CITY shall assume all obligations and responsibilities attributable to such funds.
18. Breach of this Agreement may result in the suspension or termination of CITY as a sub-recipient of grant funds.
19. In conjunction with performance of this Agreement, CITY has been made aware of and will comply with all applicable affirmative action anti-discrimination and equal opportunity guidelines and requirements of the federal, state or local government. CITY will use its best efforts to utilize minority and female enterprises and ensure that minority and female enterprises have equal opportunity to compete for subcontractor work under this contract.
20. This Agreement may be amended only by written agreement of the parties hereto.

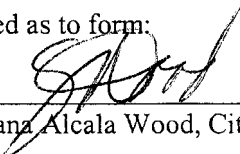
CITY OF MODESTO

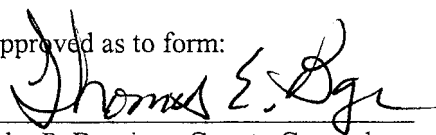
STANISLAUS COUNTY

By 
Greg Nyhoff, City Manager

By 
Kirk Ford, Director
Planning and Community Development

ATTEST: 
Stephanie Lopez, City Clerk
2011-260 July 5, 2011

Approved as to form:
By 
Susana Alcala Wood, City Attorney

Approved as to form:
By 
John P. Doering, County Counsel

AGREEMENT DESIGNATING STANISLAUS COUNTY
AS THE FISCAL AGENT FOR ADMINISTRATION OF
THE STRATEGIC GROWTH COUNCIL'S
SUSTAINABLE COMMUNITIES PLANNING GRANTS AND INCENTIVES PROGRAM
PROPOSITION 84 GRANT
FOR THE STANISLAUS COUNTY REGIONAL SUSTAINABILITY TOOLBOX
2011

This AGREEMENT is made and entered into this 15th day of August, 2011, by and between the CITY OF Oakdale , hereafter called "CITY," and STANISLAUS COUNTY, hereinafter called "COUNTY,"

WITNESSETH:

WHEREAS the COUNTY (as lead jurisdiction) has collaboratively submitted a grant proposal with the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford, hereinafter called "CITIES", to the Strategic Growth Council for the Stanislaus County Regional Sustainability Toolbox; and

WHEREAS the COUNTY and CITIES have been awarded a total of \$1,000,000 from the Strategic Growth Council funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84); and

WHEREAS the COUNTY submitted the grant request in collaboration with the CITIES to facilitate development of locally driven, community scale projects that are regionally consistent with the ultimate goal of acting as a guide for the future creation and amendment of innovative local planning documents, including general plans, zoning ordinances and climate action plans, and to fit state, regional, and federal sustainability goals, blueprint plans, and greenhouse gas emission reduction thresholds into a locally relevant setting; and

WHEREAS the COUNTY is designated as the lead jurisdiction in the grant proposal, and the grant award has been issued with COUNTY taking full responsibility for overall grant administration, tracking and reporting attributable to the grant; and

WHEREAS the CITIES and COUNTY have determined that it is mutually beneficial to have COUNTY administer the grant and disburse funds for grant-eligible activities in the COUNTY and CITIES; and

WHEREAS the COUNTY must be designated the lead jurisdiction and fiscal agent by the CITIES in order to directly execute contracts for the Strategic Growth Council and Proposition 84 funded activities;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Upon execution of this Agreement, COUNTY shall be designated as lead jurisdiction and fiscal agent and CITY shall be designated as a Sub-recipient for funds for the Strategic Growth Council's grant funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) for the Stanislaus Regional Sustainability Toolbox, the funds for which shall be disbursed by the COUNTY. The maximum amount of funds covered by this agreement shall be \$79,217. In the event that the Strategic Growth Council reduces the allocation to the COUNTY, CITY's allocation will be reduced proportionately.

2. As a sub-recipient, CITY may contract with other entities to perform grant-eligible activities. Grant eligible activities CITY desires to engage in must be approved by COUNTY in advance of any contract being executed. COUNTY approval will be evidenced by a project approval letter to the CITY.
3. CITY agrees that any grant-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in the grant guidelines. In addition, any contract made between CITY and another entity for the use of grant funds pursuant to this Agreement shall comply with all applicable grant regulations. A copy of all contracts for grant-funded activities shall be sent to the COUNTY.
4. CITY agrees to perform all tasks necessary to complete the tasks as described in the attached work plan assigned to the CITY for a cost not to exceed the amount as described in the attached budget.
5. The Community Development & Services Director may have the authority to implement the grant and sign for any additional grant documents.
6. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to the COUNTY and CITY as follows:

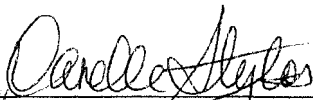
COUNTY
 Director, Stanislaus County
 Department of Planning and Community Development
 1010 10th Street, Suite 3400
 Modesto, CA 95354
 209-525-6330

CITY
 Director, Danelle Stylos
 City of Oakdale
 Community Development & Services
 280 North Third Avenue
 Oakdale, CA 95361
 209-845-3625

7. This Agreement shall be in effect until December 31, 2012, or until all grant funds allocated to CITY are disbursed to CITY or for the duration of any regulatory agreement executed in conjunction with a project financed with grant funds, whichever is longer.
8. CITY and COUNTY shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with grant regulations. To the extent permitted by law, CITY and COUNTY will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508(c), whichever is longer.
9. CITY and COUNTY will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by grant regulations including but not limited to the annual performance report and any quarterly reports required by COUNTY or the Grant Administrator.
10. COUNTY agrees to defend, indemnify and hold harmless CITY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of COUNTY in the performance of the scope of work except those arising by reason of the sole negligence of CITY, its officers, employees or agents.

11. CITY agrees to defend, indemnify and hold harmless COUNTY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of CITY in the performance of the scope of work except those arising by reason of the sole negligence of COUNTY, its officers, employees or agents.
12. CITY shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
13. CITY agrees to comply with all requirements, which are now, or which may hereafter be imposed by the Strategic Growth Council or Department of Conservation for the grant program, including but not limited to verification of eligible costs, reimbursement of expenditures, disbursement of grant funds, regulations regarding loss of funding, State and local audit and accounting requirements, and record retention.
14. CITY and COUNTY acknowledge that direct related costs, including staff to implement, incurred during the performance period specified in the grant agreement will be eligible for reimbursement. All eligible costs must be supported by appropriate documentation as required by the Granting agency. Costs incurred outside of the performance period and indirect costs are not eligible.
15. If the CITY withdraws from the grant, at COUNTY's request and with Strategic Growth Council approval CITY shall transfer to COUNTY any accounts receivable attributable to the CITY's allocation of grant funds and any CITY allocation of grant funds on hand at the time CITY withdraws from the grant collaborative. Along with this transfer, CITY shall assume all obligations and responsibilities attributable to such funds.
16. Breach of this Agreement may result in the suspension or termination of CITY as a sub-recipient of grant funds.
17. In conjunction with performance of this Agreement, CITY has been made aware of and will comply with all applicable affirmative action anti-discrimination and equal opportunity guidelines and requirements of the federal, state or local government. CITY will use its best efforts to utilize minority and female enterprises and ensure that minority and female enterprises have equal opportunity to compete for subcontractor work under this contract.
18. This Agreement may be amended only by written agreement of the parties hereto.

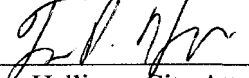
CITY OF OAKDALE

By 
 Danelle Stylos, Director
 Community Development & Services

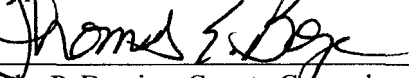
STANISLAUS COUNTY

By 
 Kirk Ford, Director
 Planning and Community Development

Approved as to form:

By 
 Tom Hallinan, City Attorney

Approved as to form:

By 
 John P. Doering, County Counsel

2. As a sub-recipient, CITY may contract with other entities to perform grant-eligible activities. Grant eligible activities CITY desires to engage in must be approved by COUNTY in advance of any contract being executed. COUNTY approval will be evidenced by a project approval letter to the CITY.
3. CITY agrees that any grant-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in the grant guidelines. In addition, any contract made between CITY and another entity for the use of grant funds pursuant to this Agreement shall comply with all applicable grant regulations. A copy of all contracts for grant-funded activities shall be sent to the COUNTY.
4. CITY agrees to perform all tasks necessary to complete the tasks as described in the attached work plan assigned to the CITY for a cost not to exceed the amount as described in the attached budget.
6. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to the COUNTY and CITY as follows:

COUNTY
 Director, Stanislaus County
 Department of Planning and Community Development
 1010 10th Street, Suite 3400
 Modesto, CA 95354
 209-525-6330

CITY
 City Manager
 City of Patterson
 PO Box 667
 Patterson, CA 95363
 209-895-8015

7. This Agreement shall be in effect until June 30, 2013, or until all grant funds allocated to CITY are disbursed to CITY or for the duration of any regulatory agreement executed in conjunction with a project financed with grant funds, whichever is longer.
8. CITY and COUNTY shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with grant regulations. To the extent permitted by law, CITY and COUNTY will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508(c), whichever is longer.
8. CITY and COUNTY will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by grant regulations including but not limited to the annual performance report and any quarterly reports required by COUNTY or the Grant Administrator.
9. COUNTY agrees to defend, indemnify and hold harmless CITY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of COUNTY in the performance of the scope of work except those arising by reason of the sole negligence of CITY, its officers, employees or agents.
10. CITY agrees to defend, indemnify and hold harmless COUNTY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of CITY in the performance of the scope of work except those arising by

reason of the sole negligence of COUNTY, its officers, employees or agents.

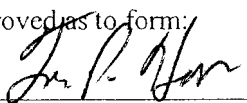
12. CITY shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
13. CITY agrees to comply with all requirements, which are now, or which may hereafter be imposed by the Strategic Growth Council or Department of Conservation for the grant program, including but not limited to verification of eligible costs, reimbursement of expenditures, disbursement of grant funds, regulations regarding loss of funding, State and local audit and accounting requirements, and record retention.
16. CITY and COUNTY acknowledge that direct related costs, including staff to implement, incurred during the performance period specified in the grant agreement will be eligible for reimbursement. All eligible costs must be supported by appropriate documentation as required by the Granting agency. Costs incurred outside of the performance period and indirect costs are not eligible.
17. If the CITY withdraws from the grant, at COUNTY's request and with Strategic Growth Council approval CITY shall transfer to COUNTY any accounts receivable attributable to the CITY's allocation of grant funds and any CITY allocation of grant funds on hand at the time CITY withdraws from the grant collaborative. Along with this transfer, CITY shall assume all obligations and responsibilities attributable to such funds.
18. Breach of this Agreement may result in the suspension or termination of CITY as a sub-recipient of grant funds.
19. In conjunction with performance of this Agreement, CITY has been made aware of and will comply with all applicable affirmative action anti-discrimination and equal opportunity guidelines and requirements of the federal, state or local government. CITY will use its best efforts to utilize minority and female enterprises and ensure that minority and female enterprises have equal opportunity to compete for subcontractor work under this contract.
20. This Agreement may be amended only by written agreement of the parties hereto.

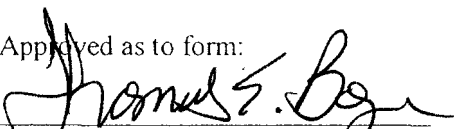
CITY OF PATTERSON

STANISLAUS COUNTY

By 
Rod Butler, City Manager

By 
Kirk Ford, Director
Planning and Community Development

Approved as to form:
By 
Tom Hallinan, City Attorney

Approved as to form:
By 
John P. Doering, County Counsel

AGREEMENT DESIGNATING STANISLAUS COUNTY
AS THE FISCAL AGENT FOR ADMINISTRATION OF
THE STRATEGIC GROWTH COUNCIL'S
SUSTAINABLE COMMUNITIES PLANNING GRANTS AND INCENTIVES PROGRAM
PROPOSITION 84 GRANT
FOR THE STANISLAUS COUNTY REGIONAL SUSTAINABILITY TOOLBOX
2011

This AGREEMENT is made and entered into this ___ day of August 2011, by and between the CITY OF RIVERBANK , hereafter called "CITY," and STANISLAUS COUNTY, hereinafter called "COUNTY,"

WITNESSETH:

WHEREAS the COUNTY (as lead jurisdiction) has collaboratively submitted a grant proposal with the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford, hereinafter called "CITIES", to the Strategic Growth Council for the Stanislaus County Regional Sustainability Toolbox; and

WHEREAS the COUNTY and CITIES have been awarded a total of \$1,000,000 from the Strategic Growth Council funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84); and

WHEREAS the COUNTY submitted the grant request in collaboration with the CITIES to facilitate development of locally driven, community scale projects that are regionally consistent with the ultimate goal of acting as a guide for the future creation and amendment of innovative local planning documents, including general plans, zoning ordinances and climate action plans, and to fit state, regional, and federal sustainability goals, blueprint plans, and greenhouse gas emission reduction thresholds into a locally relevant setting; and

WHEREAS the COUNTY is designated as the lead jurisdiction in the grant proposal, and the grant award has been issued with COUNTY taking full responsibility for overall grant administration, tracking and reporting attributable to the grant; and

WHEREAS the CITIES and COUNTY have determined that it is mutually beneficial to have COUNTY administer the grant and disburse funds for grant-eligible activities in the COUNTY and CITIES; and

WHEREAS the COUNTY must be designated the lead jurisdiction and fiscal agent by the CITIES in order to directly execute contracts for the Strategic Growth Council and Proposition 84 funded activities;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Upon execution of this Agreement, COUNTY shall be designated as lead jurisdiction and fiscal agent and CITY shall be designated as a Sub-recipient for funds for the Strategic Growth Council's grant funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) for the Stanislaus Regional Sustainability Toolbox, the funds for which shall be disbursed by the COUNTY. The maximum amount of funds covered by this agreement shall be \$79,928. In the event that the Strategic Growth Council reduces the allocation to the COUNTY, CITY's allocation will be reduced proportionately.

2. As a sub-recipient, CITY may contract with other entities to perform grant-eligible activities. Grant eligible activities CITY desires to engage in must be approved by COUNTY in advance of any contract being executed. COUNTY approval will be evidenced by a project approval letter to the CITY.
3. CITY agrees that any grant-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in the grant guidelines. In addition, any contract made between CITY and another entity for the use of grant funds pursuant to this Agreement shall comply with all applicable grant regulations. A copy of all contracts for grant-funded activities shall be sent to the COUNTY.
4. CITY agrees to perform all tasks necessary to complete the tasks as described in the attached work plan assigned to the CITY for a cost not to exceed the amount as described in the attached budget.
6. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to the COUNTY and CITY as follows:

COUNTY

Director, Stanislaus County
 Department of Planning and Community Development
 1010 10th Street, Suite 3400
 Modesto, CA 95354
 209-525-6330

CITY

Director, City of Riverbank
 Development Services Department
 6707 3rd Street
 Riverbank, CA 95367
 (209) 863-7124


7. This Agreement shall be in effect until April 30, 2013, or until all grant funds allocated to CITY are disbursed to CITY or for the duration of any regulatory agreement executed in conjunction with a project financed with grant funds, whichever is longer.
8. CITY and COUNTY shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with grant regulations. To the extent permitted by law, CITY and COUNTY will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508(c), whichever is longer.
8. CITY and COUNTY will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by grant regulations including but not limited to the annual performance report and any quarterly reports required by COUNTY or the Grant Administrator.
9. COUNTY agrees to defend, indemnify and hold harmless CITY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of COUNTY in the performance of the scope of work except those arising by reason of the sole negligence of CITY, its officers, employees or agents.
10. CITY agrees to defend, indemnify and hold harmless COUNTY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of CITY in the performance of the scope of work except those arising by

reason of the sole negligence of COUNTY, its officers, employees or agents.

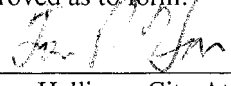
12. CITY shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
13. CITY agrees to comply with all requirements, which are now, or which may hereafter be imposed by the Strategic Growth Council or Department of Conservation for the grant program, including but not limited to verification of eligible costs, reimbursement of expenditures, disbursement of grant funds, regulations regarding loss of funding, State and local audit and accounting requirements, and record retention.
16. CITY and COUNTY acknowledge that direct related costs, including staff to implement, incurred during the performance period specified in the grant agreement will be eligible for reimbursement. All eligible costs must be supported by appropriate documentation as required by the Granting agency. Costs incurred outside of the performance period and indirect costs are not eligible.
17. If the CITY withdraws from the grant, at COUNTY's request and with Strategic Growth Council approval CITY shall transfer to COUNTY any accounts receivable attributable to the CITY's allocation of grant funds and any CITY allocation of grant funds on hand at the time CITY withdraws from the grant collaborative. Along with this transfer, CITY shall assume all obligations and responsibilities attributable to such funds.
18. Breach of this Agreement may result in the suspension or termination of CITY as a sub-recipient of grant funds.
19. In conjunction with performance of this Agreement, CITY has been made aware of and will comply with all applicable affirmative action anti-discrimination and equal opportunity guidelines and requirements of the federal, state or local government. CITY will use its best efforts to utilize minority and female enterprises and ensure that minority and female enterprises have equal opportunity to compete for subcontractor work under this contract.
20. This Agreement may be amended only by written agreement of the parties hereto.

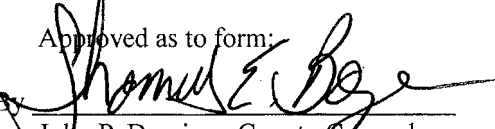
CITY OF RIVERBANK

STANISLAUS COUNTY

By 
Pam Carder, City Manager
City of Riverbank

By 
Kirk Ford, Director
Planning and Community Development

Approved as to form:
By 
Tom Hallinan, City Attorney

Approved as to form:
By 
John P. Doering, County Counsel

AGREEMENT DESIGNATING STANISLAUS COUNTY
AS THE FISCAL AGENT FOR ADMINISTRATION OF
THE STRATEGIC GROWTH COUNCIL'S
SUSTAINABLE COMMUNITIES PLANNING GRANTS AND INCENTIVES PROGRAM
PROPOSITION 84 GRANT
FOR THE STANISLAUS COUNTY REGIONAL SUSTAINABILITY TOOLBOX
2011

This AGREEMENT is made and entered into this 14th day of June 2011, by and between the CITY OF TURLOCK , hereafter called "CITY," and STANISLAUS COUNTY, hereinafter called "COUNTY,"

WITNESSETH:

WHEREAS the COUNTY (as lead jurisdiction) has collaboratively submitted a grant proposal with the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford, hereinafter called "CITIES", to the Strategic Growth Council for the Stanislaus County Regional Sustainability Toolbox; and

WHEREAS the COUNTY and CITIES have been awarded a total of \$1,000,000 from the Strategic Growth Council funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84); and

WHEREAS the COUNTY submitted the grant request in collaboration with the CITIES to facilitate development of locally driven, community scale projects that are regionally consistent with the ultimate goal of acting as a guide for the future creation and amendment of innovative local planning documents, including general plans, zoning ordinances and climate action plans, and to fit state, regional, and federal sustainability goals, blueprint plans, and greenhouse gas emission reduction thresholds into a locally relevant setting; and

WHEREAS the COUNTY is designated as the lead jurisdiction in the grant proposal, and the grant award has been issued with COUNTY taking full responsibility for overall grant administration, tracking and reporting attributable to the grant; and

WHEREAS the CITIES and COUNTY have determined that it is mutually beneficial to have COUNTY administer the grant and disburse funds for grant-eligible activities in the COUNTY and CITIES; and

WHEREAS the COUNTY must be designated the lead jurisdiction and fiscal agent by the CITIES in order to directly execute contracts for the Strategic Growth Council and Proposition 84 funded activities;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Upon execution of this Agreement, COUNTY shall be designated as lead jurisdiction and fiscal agent and CITY shall be designated as a Sub-recipient for funds for the Strategic Growth Council's grant funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) for the Stanislaus Regional Sustainability Toolbox, the funds for which shall be disbursed by the COUNTY. The maximum amount of funds covered by this agreement shall be \$40,000. In the event that the Strategic Growth Council reduces the allocation to the COUNTY, CITY's allocation will be reduced proportionately.

2. As a sub-recipient, CITY may contract with other entities to perform grant-eligible activities. Grant eligible activities CITY desires to engage in must be approved by COUNTY in advance of any contract being executed. COUNTY approval will be evidenced by a project approval letter to the CITY.
3. CITY agrees that any grant-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in the grant guidelines. In addition, any contract made between CITY and another entity for the use of grant funds pursuant to this Agreement shall comply with all applicable grant regulations. A copy of all contracts for grant-funded activities shall be sent to the COUNTY.
4. CITY agrees to perform all tasks necessary to complete the tasks as described in the attached work plan assigned to the CITY for a cost not to exceed the amount as described in the attached budget.
6. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to the COUNTY and CITY as follows:

COUNTY	CITY
Director, Stanislaus County	Deputy Director of Development
Department of Planning and Community Development	Services/Planning
1010 10th Street, Suite 3400	156 S. Broadway, Suite 120
Modesto, CA 95354	Turlock, CA 95380-5454
209-525-6330	209-668-5640

7. This Agreement shall be in effect until December 31, 2013, or until all grant funds allocated to CITY are disbursed to CITY or for the duration of any regulatory agreement executed in conjunction with a project financed with grant funds, whichever is longer.
8. CITY and COUNTY shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with grant regulations. To the extent permitted by law, CITY and COUNTY will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508(c), whichever is longer.
8. CITY and COUNTY will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by grant regulations including but not limited to the annual performance report and any quarterly reports required by COUNTY or the Grant Administrator.
9. COUNTY agrees to defend, indemnify and hold harmless CITY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of COUNTY in the performance of the scope of work except those arising by reason of the sole negligence of CITY, its officers, employees or agents.
10. CITY agrees to defend, indemnify and hold harmless COUNTY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of CITY in the performance of the scope of work except those arising by

reason of the sole negligence of COUNTY, its officers, employees or agents.

12. CITY shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
13. CITY agrees to comply with all requirements, which are now, or which may hereafter be imposed by the Strategic Growth Council or Department of Conservation for the grant program, including but not limited to verification of eligible costs, reimbursement of expenditures, disbursement of grant funds, regulations regarding loss of funding, State and local audit and accounting requirements, and record retention.
16. CITY and COUNTY acknowledge that direct related costs, including staff to implement, incurred during the performance period specified in the grant agreement will be eligible for reimbursement. All eligible costs must be supported by appropriate documentation as required by the Granting agency. Costs incurred outside of the performance period and indirect costs are not eligible.
17. If the CITY withdraws from the grant, at COUNTY's request and with Strategic Growth Council approval CITY shall transfer to COUNTY any accounts receivable attributable to the CITY's allocation of grant funds and any CITY allocation of grant funds on hand at the time CITY withdraws from the grant collaborative. Along with this transfer, CITY shall assume all obligations and responsibilities attributable to such funds.
18. Breach of this Agreement may result in the suspension or termination of CITY as a sub-recipient of grant funds.
19. In conjunction with performance of this Agreement, CITY has been made aware of and will comply with all applicable affirmative action anti-discrimination and equal opportunity guidelines and requirements of the federal, state or local government. CITY will use its best efforts to utilize minority and female enterprises and ensure that minority and female enterprises have equal opportunity to compete for subcontractor work under this contract.
20. This Agreement may be amended only by written agreement of the parties hereto.

CITY OF TURLOCK

STANISLAUS COUNTY

By Roy W. Wasden
Roy W. Wasden, City Manager

By Kirk Ford
Kirk Ford, Director
Planning and Community Development

Approved as to form:
By Phaedra A Norton
Phaedra Norton, City Attorney

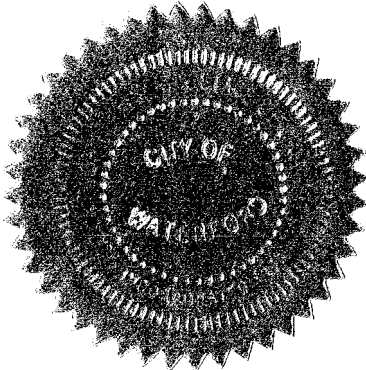
Approved as to form:
By John P. Doering
John P. Doering, County Counsel

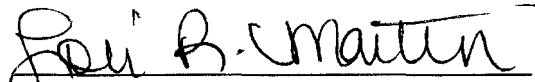


CERTIFICATION:

I, Lori R. Martin, City Clerk of the City of Waterford, County of Stanislaus, State of California, do hereby certify, that the foregoing is a true and correct copy of the Waterford City Council Resolution 2011-46. A Resolution of the City Council of the City of Waterford Approving Agreement Designating Stanislaus County as the Fiscal Agent for Administration of the Strategic Growth Council's Sustainable Communities Planning Grants and Incentives Program Proposition 84 Grant for the Stanislaus County Regional Sustainability Toolbox 2011, passed and adopted on the 19th day of May 2011.

DATED: June 6, 2011




Lori R. Martin, CMC
City Clerk

WATERFORD CITY COUNCIL
RESOLUTION # 2011-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATERFORD APPROVING AGREEMENT DESIGNATING STANISLAUS COUNTY AS THE FISCAL AGENT FOR ADMINISTRATION OF THE STRATEGIC GROWTH COUNCIL'S SUSTAINABLE COMMUNITIES PLANNING GRANTS AND INCENTIVES PROGRAM PROPOSITION 84 GRANT FOR THE STANISLAUS COUNTY REGIONAL SUSTAINABILITY TOOLBOX 2011

WHEREAS, the City of Waterford, (hereinafter "City") and Stanislaus County, (hereinafter, "County"), are desirous of entering into an agreement designating the County as lead jurisdiction and fiscal agent for the Strategic Growth Council's grant funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) for the Stanislaus Regional Sustainability Toolbox;

WHEREAS, County and City agree to the terms contained in the attached agreement, in the form attached hereto as Exhibit "A"; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WATERFORD DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council approves the attached Agreement with Stanislaus County, and authorizes the City Administrator of the City of Waterford to execute same on their behalf;

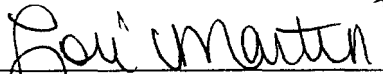
The foregoing Resolution was passed and adopted by the City Council of the City of Waterford, County of Stanislaus, State of California, at a regular meeting thereof held on the 19th day of May, 2011 by the following vote:

AYES: 5 Goeken, Adaco, VanWinkle, Krause, Day
NOES: 0
ABSTAIN: 0
ABSENT: 0


CITY OF WATERFORD

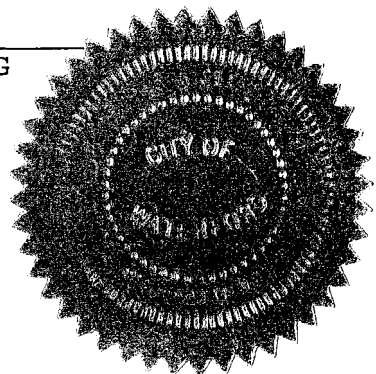

CHARLIE GOEKEN, Mayor

ATTEST:


LORI MARTIN, CMC
City Clerk

APPROVED AS TO FORM:


CORBETT J. BROWNING
City Attorney



**AGREEMENT DESIGNATING STANISLAUS COUNTY
AS THE FISCAL AGENT FOR ADMINISTRATION OF
THE STRATEGIC GROWTH COUNCIL'S
SUSTAINABLE COMMUNITIES PLANNING GRANTS AND INCENTIVES PROGRAM
PROPOSITION 84 GRANT
FOR THE STANISLAUS COUNTY REGIONAL SUSTAINABILITY TOOLBOX
2011**

This AGREEMENT is made and entered into this 19TH day of May 2011, by and between the CITY OF WATERFORD , hereafter called "CITY," and STANISLAUS COUNTY, hereinafter called "COUNTY,"

WITNESSETH:

WHEREAS the COUNTY (as lead jurisdiction) has collaboratively submitted a grant proposal with the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford, hereinafter called "CITIES", to the Strategic Growth Council for the Stanislaus County Regional Sustainability Toolbox; and

WHEREAS the COUNTY and CITIES have been awarded a total of \$1,000,000 from the Strategic Growth Council funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84); and

WHEREAS the COUNTY submitted the grant request in collaboration with the CITIES to facilitate development of locally driven, community scale projects that are regionally consistent with the ultimate goal of acting as a guide for the future creation and amendment of innovative local planning documents, including general plans, zoning ordinances and climate action plans, and to fit state, regional, and federal sustainability goals, blueprint plans, and greenhouse gas emission reduction thresholds into a locally relevant setting; and

WHEREAS the COUNTY is designated as the lead jurisdiction in the grant proposal, and the grant award has been issued with COUNTY taking full responsibility for overall grant administration, tracking and reporting attributable to the grant; and

WHEREAS the CITIES and COUNTY have determined that it is mutually beneficial to have COUNTY administer the grant and disburse funds for grant-eligible activities in the COUNTY and CITIES; and

WHEREAS the COUNTY must be designated the lead jurisdiction and fiscal agent by the CITIES in order to directly execute contracts for the Strategic Growth Council and Proposition 84 funded activities;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Upon execution of this Agreement, COUNTY shall be designated as lead jurisdiction and fiscal agent and CITY shall be designated as a Sub-recipient for funds for the Strategic Growth Council's grant funded by The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) for the Stanislaus Regional Sustainability Toolbox, the funds for which shall be disbursed by the COUNTY. The maximum amount of funds covered by this agreement shall be \$84,240.00 In the event that the Strategic Growth Council reduces the allocation to the COUNTY, CITY's allocation will be reduced proportionately.
2. As a sub-recipient, CITY may contract with other entities to perform grant-eligible activities. Grant eligible activities CITY desires to engage in must be approved by COUNTY in advance of

any contract being executed. COUNTY approval will be evidenced by a project approval letter to the CITY.

3. CITY agrees that any grant-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in the grant guidelines. In addition, any contract made between CITY and another entity for the use of grant funds pursuant to this Agreement shall comply with all applicable grant regulations. A copy of all contracts for grant-funded activities shall be sent to the COUNTY.
4. CITY agrees to perform all tasks necessary to complete the tasks as described in the attached work plan assigned to the CITY for a cost not to exceed the amount as described in the attached budget.
5. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to the COUNTY and CITY as follows:

COUNTY	CITY
Director, Stanislaus County Department of Planning and Community Development 1010 10th Street, Suite 3400 Modesto, CA 95354 209-525-6330	City Administrator City of Waterford 312 "E" Street (P.O. Box 199) Waterford, CA 95386 209-874-2328

6. This Agreement shall be in effect until December 31, 2012, or until all grant funds allocated to CITY are disbursed to CITY or for the duration of any regulatory agreement executed in conjunction with a project financed with grant funds, whichever is longer.
7. CITY and COUNTY shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with grant regulations. To the extent permitted by law, CITY and COUNTY will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508(c), whichever is longer.
8. CITY and COUNTY will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by grant regulations including but not limited to the annual performance report and any quarterly reports required by COUNTY or the Grant Administrator.
9. COUNTY agrees to defend, indemnify and hold harmless CITY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of COUNTY in the performance of the scope of work except those arising by reason of the sole negligence of CITY, its officers, employees or agents.
10. CITY agrees to defend, indemnify and hold harmless COUNTY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of CITY in the performance of the scope of work except those arising by reason of the sole negligence of COUNTY, its officers, employees or agents.

12. CITY shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
13. CITY agrees to comply with all requirements, which are now, or which may hereafter be imposed by the Strategic Growth Council or Department of Conservation for the grant program, including but not limited to verification of eligible costs, reimbursement of expenditures, disbursement of grant funds, regulations regarding loss of funding, State and local audit and accounting requirements, and record retention.
14. CITY and COUNTY acknowledge that direct related costs, including staff to implement, incurred during the performance period specified in the grant agreement will be eligible for reimbursement. All eligible costs must be supported by appropriate documentation as required by the Granting agency. Costs incurred outside of the performance period and indirect costs are not eligible.
15. If the CITY withdraws from the grant, at COUNTY's request and with Strategic Growth Council approval CITY shall transfer to COUNTY any accounts receivable attributable to the CITY's allocation of grant funds and any CITY allocation of grant funds on hand at the time CITY withdraws from the grant collaborative. Along with this transfer, CITY shall assume all obligations and responsibilities attributable to such funds.
16. Breach of this Agreement may result in the suspension or termination of CITY as a sub-recipient of grant funds.
17. In conjunction with performance of this Agreement, CITY has been made aware of and will comply with all applicable affirmative action anti-discrimination and equal opportunity guidelines and requirements of the federal, state or local government. CITY will use its best efforts to utilize minority and female enterprises and ensure that minority and female enterprises have equal opportunity to compete for subcontractor work under this contract.
18. This Agreement may be amended only by written agreement of the parties hereto.

CITY OF WATERFORD	STANISLAUS COUNTY
By <u>Charles E. Deschenes</u>	By <u>Kirk Ford</u>
Charles E. Deschenes, City Administrator	Kirk Ford, Director Planning and Community Development

Approved as to form:	Approved as to form:
By <u>Corbett J. Browning</u>	By <u>John P. Doering</u>
Corbett J. Browning, City Attorney	John P. Doering, County Counsel

**FIRST AMENDMENT TO STANISLAUS
REGIONAL SUSTAINABILITY TOOLBOX AGREEMENT**

Reference is made to the Stanislaus County Professional Design Services Agreement (the "Agreement") dated August, 2011 by and between the County of Stanislaus, hereinafter referred to as "County", and the City of Modesto, hereinafter referred to as "City".

WHEREAS, the County has asked City to perform additional work and City agrees to perform work, effective June 10, 2014; and

WHEREAS, Section 20 of the Agreement allows for amendments to the Agreement; and

NOW THEREFORE, the parties hereby agree as follows:


1. Section one (1) is amended to read:

Upon execution of this Agreement, COUNTY shall be designated as lead jurisdiction and fiscal agent and CITY shall be designated as a Sub-recipient for funds for the Strategic Growth Council's grant funded by the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Proposition 84) for the Stanislaus Regional Sustainability Toolbox, the funds for which shall be disbursed by the COUNTY. The maximum amount of funds covered by this agreement shall be \$118,000 (an addition of \$25,000). In the event that the Strategic Growth Council reduces the allocation to the COUNTY, CITY'S allocation will be reduced proportionately.

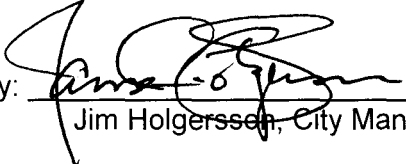
2. All other terms and conditions of the Agreement shall remain in full force and effect.

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

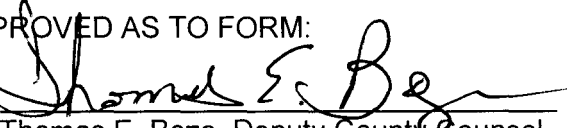
COUNTY OF STANISLAUS

By: 
Angela Freitas, Planning Director

CITY OF MODESTO

By: 
Jim Holgerssen, City Manager

Approved: Board of Supervisor's Resolution
#2010-591
Dated September 21, 2010

APPROVED AS TO FORM:
By: 
Thomas E. Boze, Deputy County Counsel

**SEVENTH 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, 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 parties have agreed that additional time is needed to complete the work set forth in the Agreement; and

WHEREAS, the Agreement expires on April 15, 2015; and

WHEREAS, Section 4.1 Term allows for the contract work to continue until completed; and

WHEREAS, Section 7.1 of the Agreement allows for amendments to the Agreement by way of mutually agreement in writing;

NOW THEREFORE the parties hereby agree as follows:

1. By signing this Agreement Amendment both parties do mutually agree to amend the Project Management Plan in accordance with the extension of the term of Agreement provided in Exhibit A, attached hereto and made part of this Agreement Amendment, to allow for completion of work to June 30, 2016.
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:

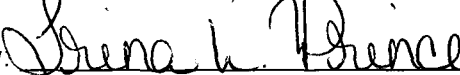
COUNTY OF STANISLAUS

By: 

Angela Freitas, Planning Director

CONSULTANT

ICF Jones & Stokes, Inc.

By: 

Typed Name: Trina L. Prince

Corporate Title: Contracts Administrator

Approved: Board of Supervisors' Resolution
#2010-068

Dated February 9, 2010

Approved: Board of Supervisor's Resolution
#2010-591

Dated September 21, 2010

APPROVED AS TO FORM:

John P. Doering County Counsel

By: 

Thomas E. Boze,
Deputy County Counsel

EXHIBIT A

Stanislaus County General Plan Update EIR Schedule

April 27, 2015

Key Milestones

Milestone	Time Frame		Notes
Planning Commission GP/ALUCP Update Overview	February 6, 2014		Completed
Notice of Preparation released for public review	April 29, 2014		Completed
Scoping Meetings – during 30-day NOP review period	May 14, 2014 (Patterson) May 19, 2014 (County-wide) May 22, 2014 (Oakdale)		Completed
Administrative DEIR	April 22, 2015		Completed
	Task Time	Dates	
<i>County review of ADEIR</i>	<i>2 weeks</i>	<i>April 22, 2015 – May 30, 2015</i>	<i>Two weeks for staff review of ADEIR. Room for ICF to make edits based on staff comments.</i>
DEIR released for public review	3 weeks	May 31, 2015	Goal is to make August 2015 Board meeting, but room has been added in case extensive changes are needed.
<i>Public Review Period for Draft EIR</i>	<i>45 days</i>	<i>May 31 – July 15, 2015</i>	<i>45-day review</i>
Administrative draft responses to comments	45 days	August 31, 2015	
Admin Draft Final EIR and MMRP	5 weeks	<i>Concurrent</i>	Completed concurrently with work on the responses
<i>County review of ADFEIR</i>	<i>2 weeks</i>	<i>September 15, 2015</i>	<i>Two weeks for staff review</i>
Final EIR	3 weeks	July 15 - October 4, 2015	Three weeks for revisions, preparation of notice, and printing
Final MMRP	1 week	<i>Concurrent</i>	Concurrent with the FEIR
EIR findings/statement of overriding considerations	1 week	<i>Concurrent</i>	Concurrent with the FEIR
PC Hearing	30 days	July 2015 – March 2016	We will attend hearing and can provide support for presentations
BOS Hearing	30 days	August 2015 – April 2016	We will attend hearings and can provide support for presentations
ALUC Hearing	30 days	September 2015 – June 2016	Mead and Hunt to attend ALUC Hearing