

## ICF Jones & Stokes, Inc.

### Ecological Preserve Fee Program Update

#### AGREEMENT FOR SERVICES #511-S1711

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and ICF Jones & Stokes, Inc. (an ICF International company), a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 630 K Street, Suite 400, Sacramento, California 95814 (hereinafter referred to as "Consultant");

#### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist in updating its Ecological Preserve Fee Program;

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

#### ARTICLE I

**Scope of Services:** Consultant agrees to furnish personnel, equipment, and services necessary to update County's Ecological Preserve Fee Program. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS

Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XII, Default, Termination, and Cancellation, herein.

All of the services included in this Article and Exhibit A, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B marked "Rate Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$298,615, inclusive of all expenses.

Other direct costs, including but not limited to reproductions, postage and delivery, and subconsultants shall be invoiced at Consultant's cost and may include a ten percent (10%) markup. Any invoices that include direct costs shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage and/or travel expenses for Consultant, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred. There shall be no markups allowed on mileage rates and/or travel expenses for Consultant.

In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the amounts listed in Exhibit C, Cost Estimate, among the various tasks, subconsultants, and other direct costs, subject to County's Contract Administrators prior written approval. In no event shall the not-to-exceed amount of the Agreement be exceeded.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Department of Planning and Building  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Roger Trout  
Interim Director of Planning and Building

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

#### **ARTICLE IV**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VI**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

#### **ARTICLE VII**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, representatives, and subconsultants shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County for the

purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE VIII**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE IX**

**Independent Contractor/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

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

#### **ARTICLE X**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XI**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XII**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly

discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

**ARTICLE XIII**

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

To County:

County of El Dorado  
Department of Planning and Building  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Roger Trout  
Interim Director of Planning  
and Building

With a copy to:

County of El Dorado  
Community Development Services  
Administration and Finance  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michele Weimer  
Administrative Services Officer  
Contracts and Procurement

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

ICF Jones & Stokes, Inc.  
630 K Street, Suite 400  
Sacramento, California 95814

Attn.: Robert F. Toth, Senior Vice President  
Contracts & Administration

or to such other location as Consultant directs.

**ARTICLE XIV**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE XV**

**Indemnity:** Consultant shall defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or

death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers, agents, employees, and representatives, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XVI**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Consultant's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and

Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.



## **ARTICLE XVII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **ARTICLE XVIII**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

## **ARTICLE XIX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XII, Default, Termination, and Cancellation, herein.

## **ARTICLE XX**

### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identify, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and

applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws and the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

#### **ARTICLE XXI**

**California Residency (Form 590):** If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXII**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXIII**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County, without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXIV**

**Licenses:** Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this

Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXV**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXVI**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Roger Trout, Interim Director of Planning and Building, Department of Planning and Building, or successor.

#### **ARTICLE XXVII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

#### **ARTICLE XXVIII**

**Partial Invalidity:** If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXIX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

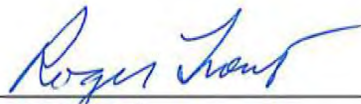
#### **ARTICLE XXX**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

#### **ARTICLE XXXI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

**Requesting Contract Administrator and Department Concurrence:**

By:   
Roger Trout  
Interim Director of Planning and Building  
Department of Planning and Building

Dated: 6-13-17

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.


--COUNTY OF EL DORADO--


By:  Dated: 7-18-17  
Shiva Frentzen  
Board of Supervisors  
"County"

Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:  Dated: 7-18-17  
Deputy Clerk

--ICF JONES & STOKES, INC.--

By:  Dated: 6/8/17  
Robert F. Toth, Senior Vice President  
Contracts & Administrator  
"Consultant"

By:  Dated: 6/8/17  
David Freytag, Vice President  
Environment & Planning

**ICF Jones & Stokes, Inc.**

**Exhibit A**

**Scope of Work**

**BACKGROUND**

County is updating its Ecological Preserve Fee Program (Program), Ordinance 4500, codified as Chapter 130.71 of County Code. The Program established the Ecological Preserve Fee to help finance a system of five (5) ecological preserves (collectively, the Pine Hill Preserve) that provide compensatory mitigation for development impacts on Pine Hill Endemics, eight (8) species of plants that are endemic to areas of serpentine and gabbro soils in western County.

Since 1998, the Pine Hill Preserve has been established and currently contains a total of 4,746 acres, of which 3,276 acres are within the area identified in the 2002 U.S. Fish and Wildlife Service Recovery Plan for Gabbro Soil Plants of the Central Sierra Nevada Foothills. The ecological preserves are managed by the Bureau of Land Management under a cooperative agreement with the County, Department of Fish and Wildlife, and other federal, state, and local agencies. In addition to providing funding for preserve acquisition, County funds a share of the preserve manager with Ecological Preserve Fee revenue.

Fees are collected from developments within two (2) geographic areas entitled Mitigation Areas 1 and 2, as shown on the maps adopted in conjunction with Ordinance 4500. Payment of the Ecological Preserve Fee allows residential and non-residential development within the affected geographic area to reduce impacts on these plants to a less-than-significant level.

**PROJECT DESCRIPTION**

This project provides an update to the Program in compliance with Government Code Section 66000, and addresses the Appellate Court ruling in *California Native Plant Society v. County of El Dorado* (2009) 170 Cal.App.4th 1026.

Consultant shall update the current status of preserve acquisition and on-going management costs and funding, update the County cost share of the Program, assess cost allocation and nexus justification, and prepare updated Program documentation. The update is intended to result in fees that provide sufficient funds for the County share of costs for the preserve acquisition and on-going management in perpetuity needed as a result of the impacts of new development under the County General Plan. The Environmental Impact Report (EIR) on the Program shall determine how the in-lieu fee provides for full mitigation of the impacts of new development on the eight (8) rare plants.

County has determined that this Program does not require a California Endangered Species Act (CESA) permit under Section 2081(b) of the California Fish and Game Code.

## **SCOPE OF WORK**

### **Task 1: Review Background Materials**

Consultant shall review the following documents and any others that are determined relevant to the Program update.

- Program initial background economic studies
  - Economic Feasibility Study for the County Ecological Preserves, prepared for California Department of Fish and Game, Economic & Planning Systems (EPS), February 1997
  - Addendum and Update to the Economic Feasibility Study for the County Ecological Preserves, prepared for County, EPS, July 1997
  - "El Dorado County Ecological Preserve Fee Estimates – Alternative Financing Scenarios," Memorandum to County Board of Supervisors, EPS, September 19, 1997
- Program adoption documents
  - Ordinance 4500, adopted by the County Board of Supervisors, July 28, 1998
  - Resolution 205-98, adopted by the County Board of Supervisors, July 28, 1998
  - "El Dorado County Ecological Preserve Fee Estimate," Memorandum to County Board of Supervisors, EPS, March 16, 1998
- General Plan Objectives & Policies related to rare, threatened, and endangered species and protection of natural resources (Objectives 7.4.1 and 7.4.2), July 2004
- Habitat Impact Analyses and Conservation Plans
  - Recovery Plan for Gabbro Soil Plants of the Central Sierra Nevada Foothills, Kirsten Tarp, Sacramento Fish and Wildlife Office, U.S. Fish and Wildlife Service, August 30, 2002
  - Pine Hill Preserve Management Plan (including appendices), prepared by Graciela Hinshaw, Preserve Manager, July 2008
  - Impact Analysis of Planned Future Development on Gabbro Rare Plant Suitable and Occupied Habitat in County (fourth draft), County, prepared by Leidos, Inc., January 2014

- Cooperative Management Agreement between the Bureau of Land Management and County related to the annual funding of a preserve manager position for the Pine Hill Preserve, July 3, 2015
- Ecological Preserve Program accounting data contained in report to the County Board of Supervisors regarding adoption of recommendations by Community Development Agency for Ecological Preserve Fee and Oak Woodland Conservation Fee Programs, and related attachments, February 23, 2016
- Background materials that will be provided by County
  - Applicable cooperative management agreements for the Pine Hill Preserve in addition to the BLM agreement listed above
  - GIS layers depicting current adopted land use designations Mitigation Areas 0, 1, and 2
  - Current adopted growth projections of single family dwelling units, multi-family dwelling units, and commercial building square feet for Mitigation Areas 1 and 2
  - Estimated Ecological Preserve Program account activity for fiscal year 2016-17
  - Other documents identified during this task as relevant to the fee program update

**Deliverables:**

None.

**Schedule:**

Complete review within one (1) month of Agreement execution.

**Task 2: Conduct Interviews and Collect Data**

**Task 2a: Review Preserve Acquisition and Management Costs**

Consultant shall prepare a data request for the Pine Hill Preserve manager that specifies the cost and funding data and documentation required for the Program update.

This data request is likely to include:

- Annual reports for the Pine Hill Preserve
- Pine Hill Preserve Management Plan (most recent) and applicable current cost analyses associated with the Plan
- Details of preserve acquisitions to date including acreage, cost, and funding sources
- Appraisals for recent preserve acquisitions



- Remaining preserve acquisition targets, including land acquisition strategies for remaining parcels

This review shall include assessing current and projected preserve management and/or restoration/enhancement actions as defined by the preserve manager. The cost review shall also include identification of perpetual land management activities and assumptions for estimating endowment requirements for funding in perpetuity.

**Task 2b: Review and Refine Cooperative Management Responsibilities**

The 1998 fee was based on a certain understanding of the participation of various governmental and nonprofit partners subsequently codified in a series of Cooperative Management Agreements. These partners formed a Cooperative Management group to coordinate management activities and address issues such as habitat protection, land acquisition, and funding. The Cooperative Management group includes the following nine parties:

- American River Conservancy (ARC)
- California Department of Fish and Wildlife (CDFW)
- California Department of Forestry and Fire Protection (CAL FIRE)
- El Dorado County
- El Dorado County Water Agency (EDCWA)
- El Dorado Irrigation District (EID)
- U.S. Bureau of Land Management (BLM)
- U.S. Bureau of Reclamation (BOR)
- U.S Fish and Wildlife Service (USFWS)

County has also cooperated with the California Native Plant Society (CNPS) to design and implement the Program.

Consultant shall review agreements and understandings to determine the appropriate County contribution to the Program. Consultant shall interview and confer with the preserve manager and members the Cooperative Management group as needed to review and refine assumptions about land management activities, implementation costs, and cost sharing that would influence the fee update.

**Deliverables:**

None

**Schedule:**

Complete Task within two (2) months of Agreement execution.

**Task 3: Prepare Draft Report**

**Task 3a: Update Ecological Preserve Program Costs**

Consultant shall prepare updated preserve acquisition cost estimates for the remaining properties that meet the criteria for acquisition. Approximately eight (8) remaining

properties are mentioned in the most recent Five-year Review of the Ecological Preserve Fee prepared in 2015 by County. The cost estimates shall address optimum acquisition strategies (including but not limited to easements, fee title, dedication, opportunities for funding partnerships) that take into account the characteristics of each property and the interests of willing sellers. Consultant shall estimate acquisition costs and the County cost share to be used in the Program update.

Consultant shall prepare updated preserve management costs (including but not limited to land management, monitoring, and administration) for the current preserve and the full preserve as those acres are acquired. The costs shall be based on current management practices and direction from the preserve manager about assumptions for future management activities. Consultant shall prepare updated estimates of costs in perpetuity so that the updated fee includes funding for contributions to an endowment.

**Task 3b: Update County Cost Share**

Consultant shall update County's cost share, as originally defined for the fee in the Addendum and Update to the Economic Feasibility Study for the County Ecological Preserves (EPS Draft Report, July 1997) and finalized in "County Ecological Preserve Fee Estimate" (EPS memorandum, March 1998). This shall be based on the conclusions of the data collection and research in Task 2.

If restoration and/or enhancement activities are identified in the current Pine Hill Preserve Management Plan, Consultant shall consider how those activities address the need for mitigation of County development impacts and include these costs in the County cost share as appropriate.

**Task 3c: Prepare Cost Allocation, Nexus Analysis, and Fee Calculation**

Consultant shall review and confirm the nexus justification and allocation of costs for the three (3) mitigation areas adopted for the Program. Consultant shall determine if the reasoning behind the approach continues to be supported by the Mitigation Fee Act (California Government Code Sections 66000-66025) in light of any amendments and case law following adoption of the program.

The approach to cost allocation shall include the following:

Mitigation Area 0: This area is the Ecological Preserve Overlay Zone identified in the General Plan. Mitigation is addressed on a project-by-project basis, primarily on-site with property set asides for permanent protection.

Mitigation Area 1: This area surrounds Mitigation Area 0. This area is the Rare Soils Study Area where off-site mitigation through payment of the Ecological Reserve Fee is encouraged.

Mitigation Area 2: This area includes a broader geographic area east and west of Area 1. This area is defined by the El Dorado Irrigation District service area and sphere-of-

influence area. Impacts from future development are linked to provision of water or water rights.

The net County cost share for mitigation (acquisition of some preserve land and provision of an operations and maintenance endowment) are allocated 50/50 between Mitigation Area 1 and Mitigation Area 2.

The updated Program shall be based on updated County cost share, cost allocation by mitigation area, and projected residential and commercial development by area.

**Task 3d: Draft and Final Ecological Preserve Fee Program Report**

Consultant shall prepare draft and final reports that document the analysis, findings, and recommendations associated with the Program update. The draft and final reports shall include a nexus study sufficient to support the findings required for adoption of an updated fee under the Mitigation Fee Act, including a fee schedule. The draft and final reports shall also include any appropriate recommendations for revisions to the County fee ordinance (Ordinance 4500).

Consultant shall submit an administrative draft report for review by County, a public draft report based on Cooperative Management group comments, and a public draft report for presentation to the Board of Supervisors. Consultant shall produce a final report following the Board of Supervisors' action.

**Assumptions:**

- County will assist with scheduling meetings and will provide input on approach to cost estimates, cost allocation, and fee calculation.
- County will provide comments on the administrative draft report.

**Deliverables:**

- Administrative draft report in Word and PDF
- Public draft report based on Cooperative management group comments in Word and PDF
- Public draft report for Board of Supervisors presentation in Word and PDF
- Final report in Word and PDF

**Schedule:**

Consultant shall complete this Task within six (6) months from Agreement execution.

**Task 4: Prepare CEQA Documentation**

Consultant shall prepare an EIR consistent with the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and professional practice. Consultant shall use information obtained or developed during the update of the Program as the basis for analysis of the potential impacts of the program.

Consultant shall prepare a CEQA project description based on the proposed changes in the program and fee developed in Task 3. The CEQA description shall include a general

description of the related, reasonably foreseeable development under the adopted County General Plan that would be enabled by the Program update. Updating the Program does not approve any development project, but a fee that would finance mitigation of future impacts on the Pine Hill endemics would allow future projects to avoid preparing an EIR when the project's only impacts would be impacts on those plants. This EIR would facilitate that portion of the approval process.

Consultant shall work with County to define the geographic area that will constitute the study area for the CEQA analysis. The Program update itself will not result in any direct impact on the environment. The environmental analysis shall focus on reasonably foreseeable development under the County General Plan that would indirectly benefit from the Program. The study area shall correspond to the area within which the fee would be collected, corresponding to the nexus study and fee identified in Task 3.

Using existing conditions as the baseline for the CEQA analysis, Consultant shall qualitatively analyze how new planned development on existing vacant properties within the study area would result in environmental impacts. Development assumptions shall be based on mapping of existing development within those areas, planned or proposed development within those areas, and reasonably foreseeable future development, as represented by the General Plan.

The EIR shall also examine the potential impacts of the Program update on the native plants protected by the program. Consultant shall incorporate the findings of the update studies into discussions on the extent to which implementation of the Program will mitigate the impacts of future development. The EIR shall include mitigation measures to mitigate the impacts of the development to a level less than significant, if feasible. The analysis of the impacts of development on the Pine Hill endemics shall be based largely on the results of the Fourth Draft Impact Analysis of Planned Future Development on Gabbro Rare Plant Suitable and Occupied Habitat in County (Leidos 2014).

Although the Program update is not related to the proposed Oak Resources Management Plan (ORMP) and the in-lieu fees that will be collected under the ORMP, Consultant shall discuss with County the extent to which acquisition or permanent conservation of black oak woodlands under the ORMP may provide a co-benefit for Pine Hill endemic plants. To the extent that off-site mitigation under the ORMP would preserve existing black oak woodlands, it may also provide habitat for Pine Hill endemics. If a firm co-benefit can be established, then Consultant shall take that into consideration in the EIR's analysis of impacts and mitigation.

#### **Stand-Alone EIR**

Consultant shall prepare a stand-alone EIR for the Program update. Consultant shall ensure that the document correctly reflects County policy and approach, including accepted, general plan-based growth projections. The EIR certified in late 2015 for County's Targeted General Plan Amendment/Zoning Ordinance Amendment (TGPA/ZOU) evaluates and discloses the impacts of planned development under the

General Plan. The EIR prepared for the proposed Biological Resources Policy Update and Oak Resources Management Plan is expected to be certified prior to consideration of the Program update. In order to efficiently prepare the Program update EIR, Consultant shall incorporate the information and analyses contained in these EIRs by reference.

**Task 4a: Project Initiation**

Consultant shall meet with County in a start-up meeting to discuss the upcoming work on the EIR, identify relevant information and data available from County, including but not limited to GIS mapping data and growth projections, and establish protocols for communication between County and Consultant regarding the EIR.

Consultant shall develop the project description for purposes of this EIR, and identify the area of reasonably foreseeable development that would be enabled by the Program update. Consultant shall discuss a preliminary range of alternatives, including the no-project alternative, en route to deciding the alternative or alternatives to be analyzed in the EIR.

**Baseline and Build-out for EIR analysis**

Consultant's analysis shall compare the reasonably foreseeable land use changes indirectly resulting from the Fee Program update to existing conditions (i.e., the "baseline") when determining the potential for significant impacts. Consultant shall develop estimates of the level of development and pertinent locations that may reasonably be expected to result from the Fee Program update. An agreed upon level of reasonable build out shall constitute the project's extent of impact for purposes of the analyses that will follow.

**Deliverables:**

Comprehensive list of data needs

**Schedule:**

Consultant shall submit a comprehensive list of data needs within two (2) weeks of the start-up meeting.

**Task 4b: NOP, Scoping, and Initial Study**

Consultant shall draft a summary project description for purposes of the Notice of Preparation (NOP). The description shall include a clear statement of the objectives of the Fee Program update. The summary project description shall be sufficiently detailed to inform agencies and the public.

Consultant shall provide the County with a draft project description for review. The final project description, incorporating County's comments, shall be used in the NOP.

**Prepare Initial Study and NOP**

Consultant shall prepare an Initial Study (IS) analyzing the project, using the checklist format in Appendix G of the CEQA Guidelines. The IS shall provide a general

background for the NOP and announce the upcoming preparation of a Draft EIR. The IS shall examine the potential for the project to result in significant environmental impacts. The IS shall identify the potentially significant impacts that may arise from implementation of the project, including direct effects of updating the fee on the eight (8) plant species and indirect effects resulting from future development enabled by the updated fee (i.e., reasonably foreseeable development under the General Plan within the study area). Consultant shall utilize the growth projection data prepared for the Biological Resources Policy Update and Oak Resources Management Plan EIR to represent the future development level.

Consultant shall compare the land use changes represented by the project to existing conditions (i.e., the baseline) when determining the potential for significant impacts.

Consultant shall ensure that the IS reflects general plan-based growth projections. The EIR certified in late 2015 for County's TGPA/ZOU evaluates and discloses the impacts of planned development under the General Plan. Since that time, County has promulgated a Biological Resources Policy Update and Oak Resources Management Plan and will certify an EIR for that Plan prior to consideration of the Fee Program update. Consultant shall incorporate the analyses and findings of these EIRs by reference where pertinent, in accordance with CEQA Guidelines Section 15150.

Consultant shall provide a written discussion of the preliminary conclusions (i.e., no impact, less-than-significant impact, less-than-significant impact with mitigation incorporated, and potentially significant impact) for each of the items on the checklist. These discussions shall be based on qualitative evaluations of potential impacts based on preliminary GIS work and the analyses in the TGPA/ZOU and Biological Resources Policy Update and Oak Resources Management Plan EIRs.

Consultant shall draft a NOP for County review and approval. The NOP shall include a summary project description, general location map, a preliminary list of potentially significant effects, and contact information. Consultant shall finalize the NOP within two (2) weeks after receiving County's comments on the draft. Concurrent with the release of the NOP and IS, Consultant shall deliver a Notice of Completion and fifteen (15) copies of the NOP and IS to the State Clearinghouse for distribution to state agencies for a thirty (30) day review.

#### **Native American Consultation**

County will offer Native American tribes the opportunity to consult over tribal cultural resources that may be affected by the project in accordance with Assembly Bill 52 of 2014.

Consultant shall attend a scoping meeting for the EIR during the period which the NOP is available for public review and comment. Consultant shall assist County in preparing for the meetings and answering questions from the attendees.

**Assumptions:**

- The project is limited to consideration of the Program update and does not include any proposals to amend existing General Plan policies or site-specific land uses.
- County will mail the required notice of the NOP's availability to affected agencies and interested persons.
- By the time the NOP is released for public review, County will have begun consultation with any Native American tribes that have requested it. County will be responsible for this consultation.
- County GIS information will be available to identify lands potentially subject to future development.

**Deliverables:**

- Summary project description
- Draft and final project description in MS Word format for County review, delivered electronically
- One (1) electronic copy of the draft IS in MS Word format
- One (1) electronic copy of the draft NOP in MS Word format
- Written discussion of preliminary conclusions for each checklist item
- Fifteen (15) printed copies of the Final NOP and IS for the State Clearinghouse
- One (1) electronic copy of the Final NOP and IS in MS Word format and one (1) copy in PDF for distribution and posting on County's website

**Schedule:**

- Consultant shall finalize the NOP within two (2) weeks after receiving County's comments on the draft.
- Consultant shall complete this Task within six (6) months of Agreement execution.

**Task 4c. Prepare Administrative Draft EIR**

Consultant shall prepare the administrative draft EIR in compliance with the requirements of CEQA, the State CEQA Guidelines, and County. Consultant shall ensure that the administrative draft EIR reflects County policy and approach, including accepted, general plan-based growth projections. Consultant shall incorporate the analyses and conclusions of the EIRs certified for County's TGPA/ZOU and Biological Resources Policy Update and Oak Resources Management Plan by reference where pertinent to the evaluation of impacts. Consultant shall refine the GIS information available from County to assist in the assessment of potential impacts.

Consultant shall deliver the administrative draft EIR in the following format:

Consultant's analysis shall compare the land use changes represented by the Program update to existing conditions (i.e., the baseline) when determining the potential for significant impacts. The analyses shall focus on the indirect effects of future development under the General Plan within the study area.

### **Executive Summary**

The executive summary of the administrative draft EIR shall include a summary description of the project and a list of impacts, mitigation measures, and impact significance in table form. There shall be a table summarizing and comparing the alternatives discussed in the administrative draft EIR. The executive summary shall identify the impacts that were found to be less than significant and list any areas of known controversy.

### **Project Description**

Consultant shall draft a comprehensive project description based on the nexus information and fee developed in Task 3. The description shall use the project objectives developed at the NOP stage and go into more detail about the reasonably foreseeable development that would be enabled by the project. The project description shall address this development at a program, non-site specific level. Consultant shall provide County with a draft project description for review and comments and incorporate those comments into the project description used in the EIR.

### **Impact Review Sections**

#### Aesthetics/Visual

The visual resource assessment shall include an overview of applicable County policies and guidelines regarding visual resources; general description of the regional visual character and area-specific landscape character (which comprise the baseline conditions for assessing aesthetic impacts); general characterization of viewer groups and their responses to changes in views; and an impact analysis focusing on general changes in views, resulting from future native vegetation removal, alteration of visual character, nighttime light, and daytime glare related to future development under the General Plan.

The key potential impacts associated with the project include the indirect change in visual character from that of existing undeveloped open space lands, predominantly farmlands and rural residential uses, to development projects and associated intrusions or obstructions to views from adjacent public roadways or nearby residential areas. Another potential indirect impact is increased nighttime lighting, and that impact shall be assessed at a qualitative level relative to the existing conditions.

#### Air Quality and Greenhouse Gases (GHGs)

Consultant shall evaluate potential air quality impacts and benefits associated with the Program update and indirectly related development. The analysis shall be consistent with the requirements of the El Dorado County Air Quality Management District



(EDCAQMD). The existing air quality setting shall be described using data and information from the EDCAQMD and California Air Resource Board (ARB). Federal, state, and local air quality regulations relevant to the project shall be summarized in the regulatory setting section.

The analysis shall focus on emissions from indirectly related development that is expected to occur after the adoption of the updated fee. The air quality analysis shall describe the existing environmental and regulatory settings, reference the air quality impact findings of the TGPA/ZOU EIR, and qualitatively evaluate any additional emissions using standard environmental review methodology.

#### Greenhouse Gas (GHG) Emissions

Consultant shall qualitatively evaluate potential GHG impacts and benefits associated with the Program update. This shall include qualitative analyses of the Program update's consistency with statewide 2020 and 2030 GHG emissions reductions targets based on projected indirect development levels under the General Plan. Consultant shall present an overview of climate change science and the current climate change regulatory environment in California. This background shall provide the cumulative context for assessment of climate change by presenting an overview of the global, state, and regional emissions. Consultant shall rely on pertinent information from the TGPA/ZOU EIR for this discussion. Conclusions relating to the qualitative GHG impacts of the indirect development that could proceed from the updated fee program shall be drawn from this information.

#### Energy

Consultant shall qualitatively evaluate the potential for the Program update to result in the wasteful, inefficient, or unnecessary use of energy. This shall be a program-level analysis based on the development projected to occur under the General Plan, taking into account the applicable provisions of Appendix F of the CEQA Guidelines.

#### Agriculture

Consultant shall describe the agricultural resources within the project study area in the environmental setting and associated state and local farmland protections. The EIR shall analyze the projected indirect development levels at a plan level, based on estimates of the level of development under the General Plan that may reasonably be expected to result from the Program update.

#### Biological Resources

Consultant shall design a defensible clear approach to address the primary conclusions of the court decision that led to this EIR. This shall include scrutinizing any scoping comments on biological resources and carefully examining the findings of the court decision. Consultant shall review the Program update in light of County's existing biological resources, particularly the Pine Hill endemics. Sources of information to be reviewed shall include the TGPA/ZOU and Biological Resources Policy Update and Oak Resources Management Plan EIRs, the January 2014 Leidos impact analysis, the Pine

Hills Preserve Management Plan, and available biological resource maps available from County.

No field surveys are included in this scope of work. However, Consultant shall visit this part of County to familiarize themselves with the biological habitats and communities. Upon completion of the information review and site visit, Consultant shall prepare the biological resources section to address implementation of the Program update (i.e., acquisition and management of additional mitigation sites) and the indirect development under the General Plan that could result. The environmental and regulatory settings shall include discussions of relevant regulations and existing biological conditions in the General Plan and Specific Plan Area. Relevant federal, state, and local regulations and agencies shall be described, including provisions of the federal and State Endangered Species Act, the federal Clean Water Act, and the permitting and regulatory authority of the California Department of Fish and Wildlife. The setting section shall describe existing conditions and characterize habitat for the Pine Hill plant species. The impacts and mitigation measures discussion shall include significance criteria and thresholds, assessments of the potential for impacts from the indirect land uses, feasible mitigation measures, and cumulative impact analyses. Impacts from implementation of the Program update will be assessed at a program level.

The January 2014 Leidos impact analysis studied areas with serpentine soils in the southern portion of County outside the U.S. Fish and Wildlife Service's August 2002 recovery plan area. Consultant shall examine these additional areas for their general potential to provide mitigation for the two Pine Hill plant species that rely on serpentine soils.

#### Cultural Resources

Consultant shall review existing information regarding cultural resources in the study area. This information shall include cultural resources studies completed for the TGPA/ZOU EIR and Central El Dorado Hills Specific Plan EIR. The background information shall provide the basis for describing the environmental and regulatory settings and assessing impacts on cultural resources from the potential impacts from the build out of the General Plan within the study area. If the Program update would potentially have a significant adverse effect on cultural resources, Consultant shall recommend mitigation measures, if mitigation is feasible.

AB 52 compliance: The Draft EIR shall incorporate mitigation that has been agreed upon by County and the consulted tribe or tribes, if any. Any sensitive information on tribal cultural resources shared by tribes during the consultation shall be held in strict confidence pursuant to state law and shall not be released with the EIR or during the CEQA process.

#### Geology and Soils, Mineral Resources, and Paleontology

The geology, soils, mineral resources and paleontology section shall review regional and local geology and fault-earthquake hazard information. The proposed land uses reflected in the General Plan shall be compared to existing conditions to determine

whether the project would result in a significant effect. The EIR analysis shall determine if significant impacts are possible, and if so, shall identify mitigation measures to reduce these impacts to a less than significant level.

#### Hazards/Hazardous Materials

The regulatory setting for this section shall discuss Federal, State, County, and local laws and regulations regarding storage, disposal, and spills of hazardous materials. This section shall provide a general discussion of the potential impacts of hazards and hazardous materials in relation to future development under the General Plan.

#### Hydrology/Water Quality

The EIR shall address existing conditions, the potential for impacts, and any necessary mitigation related to hydrology and water quality. The Program update will not in itself result in direct impacts on hydrology or water quality. Therefore, the analysis shall focus on the update's indirect impacts resulting from development under the General Plan.

The environmental setting shall include a general description of the surface hydrology and hydrogeology of the affected portions of the County. The regulatory setting shall include relevant federal, state, and local regulations, including provisions of the federal Clean Water Act, the state Porter-Cologne Water Quality Control Act, the roles of pertinent permitting and regulatory agencies such as the U.S. Corps of Engineers and the Regional Water Quality Control Board, and County standards.

The EIR shall address the general potential for increased runoff as a result of buildout under the General Plan. It shall identify any potential general impacts related to water quality. The qualitative analysis shall consider sources and types of pollutants based on the land uses under the General Plan.

#### Land Use and Planning

Consultant shall summarize information on existing land uses and applicable county plans and ordinances affecting land uses in the environmental and regulatory setting sections. Consultant shall analyze the Program update and indirect development and the potential impacts on land use and planning, based on estimates of the level of development that may reasonably be expected to result from development under the General Plan.

#### Noise

The Program update will not in itself result in direct impacts on noise. The analysis shall focus on the update's indirect impacts resulting from development under the General Plan. The setting section shall identify the general sources of noise and noise sensitive land uses. Applicable federal, state, and local noise standards shall be summarized in the regulatory setting.

The significance of noise impacts shall be evaluated by comparing generally predicted noise levels to the significance thresholds established under the Zoning Ordinance.

Where significant impacts are identified, mitigation measures to reduce impacts shall be identified where feasible.

#### Population and Housing

This section shall assess the extent to which the Program update may induce substantial population growth and displace substantial numbers of housing units or people. The regulatory setting shall discuss State Planning Law relative to the requirement that County "adopt a comprehensive, long-term general plan for [its] physical development" (Government Code Section 65300), and the provisions for adoption of the housing element. The environmental setting shall discuss existing conditions, based on the findings of County's 2013 Housing Element. Consultant shall analyze the Program update and the potential impacts on land use and planning, based on estimates of the level of development that may reasonably be expected to result from development under the General Plan.

#### Public Services and Utilities and Service Systems

Consultant shall describe the existing and potentially required utilities and service systems (e.g., potable and reclaimed water infrastructure, water supply, sewer infrastructure, stormwater infrastructure, and energy systems) that serve the study area, discuss the existing regulatory framework related to utilities and service systems, and analyze the indirect and cumulative effect of the Program update on utilities and service systems. Feasible mitigation shall be identified to reduce impacts related to utilities and service systems, if necessary. This shall be a qualitative analysis with the focus on future development under the General Plan.

#### Recreation

Any impacts from the project will be indirect effects relating to future development under the General Plan. The regulatory setting shall discuss State Planning Law relative to the requirement that County adopt a General Plan, including provisions for recreational facilities (Government Code Section 65300), and the provisions of the "Quimby Act" (Government Code Section 66477). The environmental setting shall discuss existing conditions. This section shall assess the extent to which development under the General Plan may require the construction or development of new recreational facilities and the potential impacts of those facilities.

#### Traffic/Transportation

The Program update will not have a direct effect on traffic. The existing preserve system allows limited passive recreation, and it is expected that any additions to the system would be managed similarly, thereby limiting the potential for traffic impacts. Any impacts from the project will be indirect effects relating to development under the General Plan.

This section shall describe the regulatory and environmental settings, County's thresholds of significance based on level of service standards, and identify significant impacts. The analysis shall be qualitative.

### **Cumulative Impacts**

This chapter shall identify the significant cumulative impacts to which development under the General Plan might contribute (e.g., degradation of air quality, loss of agricultural land, impacts to biological resources). It shall qualitatively determine whether development under the General Plan will make a considerable contribution to a significant cumulative impact.

Consultant shall determine the background for the cumulative impact analysis. Cumulative impact analysis may be undertaken based on a "projections" approach, with a list of reasonably foreseeable major projects included. The General Plan shall be the primary source of projections.

### **Alternatives**

The EIR shall include a chapter devoted to project alternatives. Consultant shall draft a set of potentially feasible project alternatives that meet most or all of the project objectives for use in preparing the EIR. Following review of the alternatives by County, Consultant shall analyze those in the EIR at a lesser level of detail than the Fee Program update, if the County concludes that the Fee Program is the preferred alternative. The EIR shall discuss any alternatives that were rejected during this process and the reasons for their rejection.

### **Other CEQA**

The chapter shall discuss the growth-inducing impacts of the Program update. These include aspects of the project that simplify additional development by providing mitigation for impacts on the Pine Hill endemic plant species. As required by CEQA Guidelines Section 15126, the EIR shall present information on the extent to which the project would result in an irreversible commitment of environmental resources.

The EIR shall list agencies and persons contacted, references and literature cited, report preparers, and a glossary, as required by CEQA Guidelines Section 15129.

### **Project Manager Review, Editing, and Production**

Consultant shall review the EIR for consistency and conformance with the objectives of the project. This review shall include review of ties between the identified standards of significance and the assessment of impact significance and the relationship of the identified mitigation measures to the impacts identified and the thresholds of significance.

Consultant shall edit and format the document for consistency of content, clear and understandable language, and bibliographic integrity. In addition to copy editing and ensuring that all collateral materials are properly presented, Consultant shall provide QA/QC function of acting as informed lay readers, thereby ensuring that technical content is logical and comprehensible to the public as required by CEQA.

Consultant shall submit the administrative draft EIR to County for review and comment.

**Assumptions:**

- County will have concluded consultation over tribal cultural resources prior to release of the Draft EIR, if requested by one or more tribes pursuant to AB 52.
- County will provide a list of reasonably foreseeable future projects for inclusion on the list.
- Development will continue to occur under the No-Project Alternative consistent with the General Plan, despite the fee not being updated. However, buildout will occur more slowly than if the fee update were in place because the CEQA process will be more involved where the existing fee would not provide full mitigation.
- Consultant shall analyze one (1) additional alternative to the proposed fee update project.

**Deliverables:**

- Administrative Draft EIR in MS Word format and PDF delivered electronically for County review and comment

**Schedule:**

Consultant shall complete this Task within nine (9) months from Agreement execution.

**Task 4d. Prepare Screencheck Draft EIR (DEIR)**

Upon receiving the comments, Consultant shall meet with County to discuss the administrative DEIR comments and necessary revisions.

Consultant shall incorporate the revisions resulting from County's review of the administrative draft and submit a screencheck DEIR for review before preparation of the public review DEIR.

**Assumptions:**

- County will provide one (1) set of resolved County comments on the administrative DEIR.

**Deliverables:**

- One (1) copy of the Screencheck DEIR in PDF for County review, delivered electronically
- One (1) printed copy of the Screencheck DEIR, delivered to County via regular mail

**Schedule:**

Consultant shall complete this Task within one (1) month from completion of Task 4a.

## **Task 4e. Prepare Draft EIR and Notices of Completion and Availability**

### **Draft EIR**

Consultant shall make the final revisions to the screencheck DEIR and prepare the DEIR for public release.

### **Notices of Completion and Availability**

Consultant shall draft a Notice of Availability for the DEIR, pursuant to CEQA Guidelines Section 15087. Consultant shall provide that notice to County for use in advertising the availability of the DEIR for review and comment. Consultant shall also prepare a Notice of Completion based on the model notice in Appendix C of the CEQA Guidelines to accompany the submittal of the DEIR to the State Clearinghouse.

County will provide a copy of the DEIR and Notice of Availability to local agencies. Consultant shall deliver fifteen (15) copies of the DEIR and a copy of the Notice of Completion to the State Clearinghouse for distribution to state responsible and trustee agencies.

### **Assumptions:**

- Any additional revisions based on review of the screencheck DEIR will be minor.
- County will set the period that the DEIR will be available for review and comment.
- County will mail copies of the Notice of Availability to local agencies and members of the interested public.
- County will be responsible for making one or more of the notifications required under Section 15087(a) and posting of the Notice of Availability with County Clerk.
- Any copies of the DEIR provided to local agencies will be taken from the fifteen (15) printed copies.

### **Deliverables:**

- Fifteen (15) printed copies of the DEIR delivered to County by regular mail
- One (1) copy of the DEIR in web-ready PDF format delivered to County electronically
- Fifteen (15) printed copies of the Executive Summary and 15 CDs containing the DEIR for submittal to the State Clearinghouse delivered to County by regular mail
- One (1) Notice of Completion delivered to County electronically in Word and PDF format
- One (1) Notice of Availability delivered to County electronically in Word and PDF format

### **Schedule:**

Consultant shall complete this Task within one (1) month of completion of Task 4c.

**Task 4f: Respond to Comments and Prepare Final EIR**

A Final EIR (FEIR) shall contain written responses to all comments received during the comment period that are pertinent to environmental issues and the adequacy of the EIR. Consultant shall respond in writing to the comments received during the DEIR's review period.

**Review Comments on the Draft EIR**

Consultant shall draft reasoned, good-faith responses to the comments received during the DEIR review period relating to the project's environmental impacts provided by County. Consultant shall identify additional alternatives and mitigation measures that may be proposed by the public or public agencies. Consultant shall bring these to the immediate attention of County to discuss how to craft the responses.

**Administrative Draft Response to Comments Meeting**

Consultant shall meet with County to discuss the comments received and the approach to responding to comments. Among the topics to be addressed in this meeting are:

- Topics appropriate for response using master responses, if any
- Issues requiring special attention by County

Consultant shall review all of the comments received and prepare a listing of all comments received and the topics addressed in those comments for use at the meeting and in preparing responses.

**Prepare Administrative Draft Final EIR (FEIR)**

If comments are received after the end of the public review period, Consultant shall discuss with County whether County wishes to include in the FEIR written responses to those comments as well.

Consultant shall prepare an administrative draft FEIR, including:

- Copies of the comment letters and e-mails received on the DEIR, marked to identify the individual comments within each letter or e-mail
- Written responses to the comments related to the EIR or environmental issues
- Revisions to the EIR text and/or tables and figures, as may be necessary based on the responses to comments
- The names of the commenters
- A list of the preparers of the FEIR

Consultant shall submit the administrative draft FEIR to County for review and comment. Upon receiving the comments, Consultant shall meet with County to discuss the administrative draft Final EIR comments and necessary revisions, if any.



Consultant shall prepare an administrative draft Mitigation Monitoring and Reporting Program (MMRP) for review by County. The MMRP shall ensure that any mitigation measures to be adopted by County will be implemented as required under Section 21081.6 of the Public Resources Code. Based on County's comments, Consultant shall revise the administrative draft FEIR and MMRP and submit to County a screencheck FEIR and MMRP for review and approval prior to printing of the FEIR and MMRPs. Based on County's comments, Consultant shall make the final revisions to the administrative draft FEIR and MMRP.

**Deliverables:**

- Table of comments received, delivered electronically in MS Word or Excel format
- One (1) MS Word copy in electronic format of the administrative draft responses to comments
- Written responses to comments received after the end of the public review period, if requested by County
- One (1) MS Word copy in electronic format of the administrative draft FEIR and MMRP
- One (1) printed copy of the Screencheck FEIR and MMRP
- Fifteen (15) printed copies of the FEIR and MMRP
- One (1) copy of the FEIR and MMRP in web-ready PDF

**Schedule:**

Schedule will be determined once public comments on the DEIR are received and a determination is made on the level of work needed to prepare responses.

**Task 4g. Prepare Draft Findings, Statement of Overriding Considerations, and Notice of Determination**

Prior to approving the project, the County Board of Supervisors (Board) must adopt findings of fact describing the disposition of the significant effects identified in the FEIR. The Board must also adopt a statement of overriding considerations that explains the benefits of the project that outweigh any significant, unavoidable impacts.

**Draft Findings and Statement of Overriding Considerations**

Consultant shall prepare draft findings in a format approved by County for each impact identified in the FEIR, 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. Consultant shall work with County to ensure that the draft findings and statement meets County preferences for form and content. Consultant shall prepare separate sets of findings for the separate actions County will take. Consultant shall provide an electronic copy of the draft findings and

statement of overriding considerations to County not less than two (2) weeks after release of the responses to comments document. County will finalize the findings and statement. Consultant shall assist County in reviewing late comments and determining how to respond to those comments.

Consultant shall maintain its portion of the administrative record (i.e., references, correspondence, etc.) during the EIR process and provide all materials in electronic form to County upon request.

Consultant shall prepare a draft Notice of Determination (NOD) for County's review prior to the final Board hearing on the Program update. County will file the NOD within five (5) days of the final decision on the project.

**Deliverables:**

- One (1) copy of the draft findings and statement of overriding considerations in MS Word electronic format
- One (1) copy of the draft NOD in MS Word electronic format

**Schedule:**

- Consultant shall provide the draft findings and statement of overriding considerations not less than two (2) weeks after release of the responses to comments document.
- Consultant shall provide the draft NOD prior to the final Board hearing on the Program update.

**Task 4h. Coordination and Meetings**

In addition to the meetings identified specifically for certain tasks, Consultant shall attend phone conferences with County during active times in the EIR preparation.

In addition to the scoping meeting identified in Task 4b, Consultant's project manager shall attend up to three (3) public meetings and/or hearings on the project before the Planning Commission and County Board of Supervisors. Consultant shall assist County with presentations at these meetings.

**Deliverables:**

- Attendance at up to three (3) meetings
- PowerPoint materials for public meetings, if necessary, delivered to County electronically

**Schedule:**

A copy of the PowerPoint presentation shall be delivered to the County one (1) week prior to the scheduled public meeting.

**Task 5: Provide Technical Assistance, Attend Meetings, and Attend Public Hearings**

Consultant shall provide technical assistance to County to support adoption and effective implementation of the updated program. This assistance shall include drafting the fee resolutions and revisions to the fee ordinance for review and approval by County. Consultant shall attend Board of Supervisors meetings related to adoption of the updated Program. Consultant shall draft an administrative manual to guide implementation of the Program.

**Assumptions:**

- County input will be provided on the contents of administrative manual and comments on draft manual.

**Deliverables:**

- Up to three (3) on-site meetings with County to review potential approaches to the cost allocation and nexus analysis
- Fee resolution delivered to County electronically as Word and PDF document
- Amendments to the fee ordinance, if any
- Administrative manual (one [1] initial and one [1] final draft) delivered to County electronically as Word and PDF document
- Attendance at up to two (2) Board of Supervisors meetings/hearings

# ICF Jones & Stokes, Inc.

## Exhibit B

### Rate Schedule

Item	Rate
<b>LABOR</b>	
Project Director / Senior Project Director	\$224 – \$260 / hour
Senior Technical Analyst / Technical Director	\$203 – \$230 / hour
Managing Consultant	\$180 – \$200 / hour
Senior Consultant III	\$155 – \$180 / hour
Senior Consultant II	\$140 – \$160 / hour
Senior Consultant I	\$125 – \$150 / hour
Associate Consultant III	\$113 – \$125 / hour
Associate Consultant II	\$110 – \$120 / hour
Associate Consultant I	\$105 – \$115 / hour
Editor	\$95 – \$105 / hour
Publications Specialist	\$90 – \$105 / hour
Finance Technician	\$70 – \$85 / hour
Assistant Consultant	\$80 – \$90 / hour
Administrative Technician	\$70 – \$80 / hour
Technician	\$65 – \$75 / hour
Intern	\$60 – \$65 / hour
<b>EXPENDITURES</b>	
*Mileage and Travel Expenses	
Copy Center Services:	
- Color printing (8.5" x 11" – 11" x 17")	\$0.16 to \$0.32 / page
- Black & White printing (8.5" x 11" – 11" x 17")	\$0.08 to \$0.16 / page
Electronic Field Equipment	\$10.00 / day
Other Direct Costs:	
Subconsultants	10% markup
Non-labor costs	10% markup

\* Reimbursement for mileage and travel expenses for Consultant and for any subconsultants, if applicable, shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services.

ICF Jones & Stokes, Inc.

Exhibit C

Cost Estimate\*

Tasks

Task 1.	Review Background Materials	\$ 2,604
Task 2a.	Review Preserve Acquisition and Management Costs	\$ 2,626
Task 2b.	Review and Refine Cooperative Management Responsibilities	\$ 2,626
Task 3a.	Update Ecological Preserve Program Costs	\$ -
Task 3b.	Update County Cost Share	\$ -
Task 3c.	Prepare Cost Allocation, Nexus Analysis, and Fee Calculation	\$ -
Task 3d.	Draft and Final Ecological Preserve Fee Program Report	\$ -
Task 4a.	Project Initiation	\$ 14,274
Task 4b.	NOP, Scoping, and Initial Study	\$ 28,968
Task 4c.	Prepare Administrative Draft EIR	\$110,492
Task 4d.	Prepare Screencheck Draft EIR	\$ 17,984
Task 4e.	Prepare Draft ER and Notices of Completion and Availability	\$ 8,132
Task 4f.	Respond to Comments and Prepare Final EIR	\$ 25,096
Task 4g.	Prepare Draft Findings, Statement of Overriding Considerations, and Notice of Determination	\$ 8,998
Task 4h.	Coordination and Meetings	\$ -
Task 5	Provide Technical Assistance, Attend Meetings, and Attend Public Hearings	<u>\$ 11,786</u>
	Consultant Labor Total	\$ 233,586
	Other Direct Costs	<u>\$ 7,539</u>
	<b>Total Prime Costs</b>	<b>\$ 241,125</b>

Subconsultants:

Hausrath Economics Group	\$ 24,640
Urban Economics	<u>\$ 32,850</u>
<b>Total Subconsultant</b>	<b>\$ 57,490</b>

**Total Proposed Budget Cost Estimate \$ 298,615**

\*All Expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Tasks, Other Direct Costs, and subconsultants identified herein, subject to the County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement (\$298,615) be exceeded.