



C o u n t y o f S a n L u i s O b i s p o

General Services Agency

Janette D. Pell, General Services Agency Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS- #1052 LAND USE AND CIRCULATION ELEMENTS UPDATE AND CLIMATE ACTION PLAN ENVIRONMENTAL IMPACT REPORT

December 1, 2009

The County of San Luis Obispo is currently soliciting proposals for professional services for a Land Use And Circulation Elements Update And Climate Action Plan Environmental Impact Report.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit seven, (7) hard copies and one, (1) CD in PDF format of your proposal by 3:00 p.m. on December 22, 2009 to:

County of San Luis Obispo
Deborah Belt, GSA - Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Mike Wulkan at (805) 781-5608.

DEBORAH BELT
Buyer – GSA - Purchasing
dbelt@co.slo.ca.us

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County of San Luis Obispo RFP PS- #1052 December 1, 2009 Page 2
LAND USE AND CIRCULATION ELEMENTS UPDATE AND CLIMATE ACTION PLAN
ENVIRONMENTAL IMPACT REPORT

TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL PROPOSERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal Request for Proposals for contracts will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate RFPs (Request for Proposals) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of seven, (7) hard copies and one, (1) CD in PDF format must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on December 22, 2009. Late proposals will not be considered.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: DEBORAH BELT
Telephone: 805-781-5903
3. Costs of preparation of proposals will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
6. This request does not constitute an offer of employment or to contract for services.
7. The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.
8. The County reserves the option to retain all proposals, whether selected or rejected. Once submitted, the proposals and any supplemental documents become the property of the County.
9. All proposals shall remain firm for sixty, (60) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional service fee.
11. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
12. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

PROPOSAL FORMAT

A qualifying proposal must address all of the following points:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Propose total fixed fees to complete project as described under Project Scope.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance and \$1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

Proposal Format
Page Two

- c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

REQUEST FOR PROPOSALS

December 1, 2009

**ENVIRONMENTAL IMPACT REPORT FOR THE
LAND USE AND CIRCULATION ELEMENTS UPDATE AND CLIMATE ACTION PLAN**

SECTION 1 - GENERAL INFORMATION

1.1 PURPOSE

The County of San Luis Obispo is seeking the assistance of a qualified consultant to prepare an Environmental Impact Report (EIR) for the Land Use and Circulation Elements Update for the rural, unincorporated portions of the county, together with the Climate Action Plan for all unincorporated areas. The EIR will address the items identified in the attached scope of work.

The purpose of this request for proposals (RFP) is to provide interested parties with sufficient information to submit proposals. Preparation of the EIR will be conducted in close cooperation with county residents, property owners, advisory councils, and county staff and other regulatory agencies.

1.2 RIGHT OF REJECTION

The County reserves the right to reject any or all proposals received as a result of this request. The County will not pay for any information contained in the proposals obtained from participating firms. The County is not liable for costs incurred by firms prior to issuance of a contract. The County also may negotiate separately with any source in any manner necessary to serve the best interest of the County.

1.3 HOW TO SUBMIT PROPOSALS

In order for proposals to be examined and evaluated by the Department of Building and Planning, the County is requesting seven (7) copies of the proposals and seven (7) copies of any supportive materials. **Proposals must be delivered no later than 3:00p.m. on December 22, 2009.** Please ship copies so as to insure prompt delivery to:

COUNTY OF SAN LUIS OBISPO
DEBORAH BELT, GSA - PURCHASING
1087 SANTA ROSA STREET
SAN LUIS OBISPO, CA 93408

Once submitted, the proposals and any supplementary documents become the property of the County.

1.4 ACCEPTANCE OF PROPOSAL CONTENT

If a contract is awarded as a result of a response to this request, the County will select the successful individual or firm as quickly as possible after the final date for receipt of the proposals. However, final award is contingent upon successful contract(s) negotiation.

It is likely that the content of the proposal of the successful bidder will be used in a legal contract of agreement. Bidders should be aware that proposed methods and procedures are likely to become contractual obligations.

1.5 INQUIRIES

If the consultant has any questions regarding this RFP, contact Mike Wulkan at (805) 781-5608 or mwulkan@co.slo.ca.us

1.6 CONTRACT AMOUNT

The consultant shall prepare a fixed cost estimate not to exceed \$136,000 for the services requested in this RFP. The estimate is to include the extent of work that the consultant will accomplish. Additional community meetings and public hearings beyond the number specified in this RFP are to be bid on a time and materials per meeting basis. Preparation of documents shall be proposed based on deliverable products.

1.7 PROJECT LOCATION

This update affects all of the unincorporated portions of San Luis Obispo County (both inland and coastal), with a primary focus on the rural areas.

1.8 PROJECT DESCRIPTION

The project involves a major consolidation and revision of the existing Land Use and Circulation Elements of the County General Plan for the rural areas. The update will take a comprehensive, regional approach to growth, resource and transportation issues in the unincorporated areas of the county through the year 2035. It will be guided by the following major themes:

- *Sustainable resources*
- *Infrastructure planning*
- *Employment and housing opportunities*
- *Economic vitality*
- *Rural character*
- *Habitat conservation and biological resources*
- *Collaboration with communities, cities, special districts, and agencies*

The project will include the following key topics:

- *Identification of the land and resource needs for future growth*
- *Identification of least constrained areas to accommodate future growth*
- *Urban/rural interface issues such as community separators and how development occurs at the edges of communities*

- *Rural development policies to limit inappropriate rural development, protect agricultural resources and rural character, and focus development in areas with adequate resources and services*

As a result of the update, the Land Use Element and Land Use Ordinance will be reorganized as follows:

- **Framework will become Part I of the Land Use and Circulation Elements.** It will build on the existing chapters, taking primarily a countywide perspective (Inland and Coastal Zone).
- **A new Rural Plan will be Part II.** It will consolidate and reorganize the 11 existing inland area plans into one plan containing chapters for each of the three new planning areas or subareas defined by watershed boundaries. In the Coastal Zone, the four existing coastal area plans will be consolidated into one Rural Plan with chapters for each of the two new planning areas or subareas.
- **Community Plans for urban and village areas will be removed from the existing area plans and combined into one document that will become Part III.** These plans will not be revised as part of the Countywide Plan effort, other than necessary reformatting. Following adoption of the Countywide Plan, the community plans will be updated to implement relevant Countywide Plan policies (Inland and Coastal Zone).
- **The Official Land Use Category and Combining Designation Maps will become Part IV,** to be updated with the respective rural or urban plans in Parts II and III.
- **The Land Use Ordinance, Article 9, Community Planning Standards, will be reorganized and consolidated per the new subareas.** The existing standards will be streamlined to eliminate redundancies and overlap. In addition, standards will be revised and added to implement the new policies of the Plan. In the Coastal Zone, at least initially, the changes will be limited primarily to placing existing planning area standards in the Coastal Zone Land Use Ordinance.

1.9 **BACKGROUND INFORMATION**

To provide background information and facilitate the timely preparation of proposals and the documents, the following documents and information are available for review at the County of San Luis Obispo Department of Planning and Building (located in Room 200, Old County Courthouse, County Government Center, 976 Osos Street, San Luis Obispo, California). Some items are administered by other agencies that may require contacting them directly. Several items may be viewed on-line at www.sloplanning.org :
We have only one copy of some of these documents, so they will be available for review in-house only (for proposal writing purposes).

- Inland Framework for Planning (Part I of the Land Use and Circulation Elements), including the Strategic Growth policies and implementing strategies in Chapter 1
- Revised Mitigated Negative Declaration (Jan. 2008) and Addendum for the amendments establishing the preceding Strategic Growth policies and strategies
- Coastal Zone Framework for Planning
- El Pomar Update and EIR (2003)
- Salinas River Area Plan update FEIR (Jan. 1996)
- Additional General Plan Elements: Housing, Noise, Safety, Agriculture, and Conservation and Open Space (Public Hearing Draft, April 2009)
- RFP for the Climate Action Plan

- County Land Use Ordinance, Title 22
- County's Smart Growth Criteria for Development Projects
- Growth Management Ordinance, Title 26
- Real Property Division Ordinance, Title 21
- Resource Management System Annual Summary Report (2008)
- San Luis Obispo Regional Transportation Plan www.slocog.org
- County Bikeways Plan
- State Natural Diversity Database
- Public Facilities Fee Program, Title 18
- Resource Capacity Studies for the Paso Robles groundwater basin and the Nipomo Mesa Water Conservation Area
- Clean Air Plan and Technical Appendices (1995), including Emission Inventory, Stationary Source Control, Meteorology
- County Parks and Recreation Element (County Parks Department)
- County maps and GIS information is also available on-line
www.slocounty.ca.gov/planning/zoning.htm
- Rural Settlement Pattern Strategy - Phases I - III
- Countywide Public Facilities Fee Program
- County-wide fiscal model (1993)
- San Luis Obispo, North Coast and Estero Fiscal Analyses
- A Study of Non-conforming Subdivisions in Rural Areas (Nov. 1977)
- Master Water and Sewer Study (1976; Co. Eng.) & Master Water Plan Update (1986)

** Your proposal should also include a section on additional technical background information that you would require or recommend using to perform a thorough environmental analysis for this project. Whenever possible and appropriate, the consultant shall rely on existing data in lieu of conducting new studies.

SECTION 2 - SCOPE OF WORK

The scope of work is intended to provide the consultant a basis on which to prepare a proposal. This will include the overall process envisioned (and what role the consultant would play), those tasks or information expected to be completed by the consultant, and those that would be prepared by staff.

This section has been replaced with the attached document titled, “*Scope of Work for the Preparation of an Environmental Impact Report for the Land Use and Circulation Elements Update,*” dated December 1, 2009.

SECTION 3 - PROPOSAL CONTENT

3.1 FORM

Proposals and supporting materials shall be submitted in seven (7) copies suitable for evaluation. Legibility, clarity and completeness are essential. Proposals should provide assurance that the firm has the professional capability to satisfactorily complete all tasks as described in this RFP. Proposals shall also be put on a CD as a PDF file.

3.2 PERSONNEL AND EXPERIENCE

Describe the project contribution of each key person and approximate amount of time to be devoted to the project. Include a resume for each of the key personnel detailing their special qualifications applicable to the project. Describe the firm's qualifications in relationship to the required services. Summarize past projects of a similar nature that the consultant's firm has completed. If subcontractors are to be used, describe the methods that will be used to assure their cooperation and performance.

3.3 COORDINATION

Describe the process for maintaining a close working relationship between the consultant and the County project manager. Considerable merit will be placed on a relationship in which County Staff is frequently and completely briefed on all work in process.

3.4 TASK TIMETABLE AND COST ESTIMATES

The proposal shall contain the tasks required to complete the project with a completion target date for each task. The consultant shall estimate the costs per task. The proposal shall include a table which specifies the following for each task: assigned personnel, number of hours to be spent, rate/hour, total cost. Proposal amounts will be considered a factor in selecting a consultant.

The County's target date for the Draft EIR is July 2011, with Planning Commission hearings in November 2011 and final adoption by the Board of Supervisors in July 2012. It is anticipated that timeframes will be refined through contract negotiations. [Please see the attached project schedule and work plan.]

3.5 OBJECTIVITY

The EIR is to be an independent, objective, and unbiased work product. Proposals shall certify that the consultant, principals, and subcontractors (if used) have the capacity to submit a neutral and unbiased environmental document.

3.6 SCOPE REVISIONS AND PROCESS

The consultant is encouraged to contribute creative ideas to this scope of work or the administrative process that will lead to a timely and successful outcome. If the consultant identifies areas of concern or alternative methodologies not mentioned in this request, they should be described in the consultant's proposal and included in the cost estimate.

SECTION 4 - CRITERIA FOR EVALUATION OF PROPOSAL

The County of San Luis Obispo will evaluate the proposals based on, but not limited to, the following criteria:

4.1 UNDERSTANDING OF THE SCOPE OF WORK

- A. Demonstrated understanding of the project objectives.
- B. Consultant's approach to accomplishing the scope of work.
- C. Demonstrated knowledge of issues within the study area and the overall county as applicable.

4.2 METHODS AND PROCEDURES

- A. Consultant's general approach to evaluating the issues.
- B. Complete description of the procedures and analytical methods to be utilized.
- C. Adequacy and creativity of the proposal, especially regarding proposed methods for acquiring a working understanding of local issues, for facilitating the flow of information between participants and the consultant, and for assuring meaningful participation by local residents and property owners in the planning process.

4.3 MANAGEMENT, PERSONNEL AND EXPERIENCE

- A. Qualifications of each participant and overall "skill-mix" for the firm.
- B. Prior experience and quality of similar studies.
- C. Information obtained by contacting references listed by the consultant.

4.4 CONSULTATION AND COORDINATION

- A. Procedures to be used to ensure close contact between consultant and the County's project team.
- B. Experience in working with community groups and local government.

4.5 COST ESTIMATES

The proposal is to include:

- A. Timetable and costs for completing the project, with totals for each component.
- B. Use of professionals and nonprofessionals for the appropriate tasks in the proposal.
- C. Quality of product and extent of scope delivered for the consultant's fee.
- D. Cost estimates for each proposed work product.

SECTION 5 - INSURANCE AND PROPOSED SCHEDULE

5.1 INSURANCE/INDEMNIFICATION

Insurance coverage and indemnification for proposed services shall be provided pursuant to county requirements, which are included with this Request for Proposals. Please see the sample contract in Exhibit B for insurance and indemnification requirements.

Exhibit A – Project Map

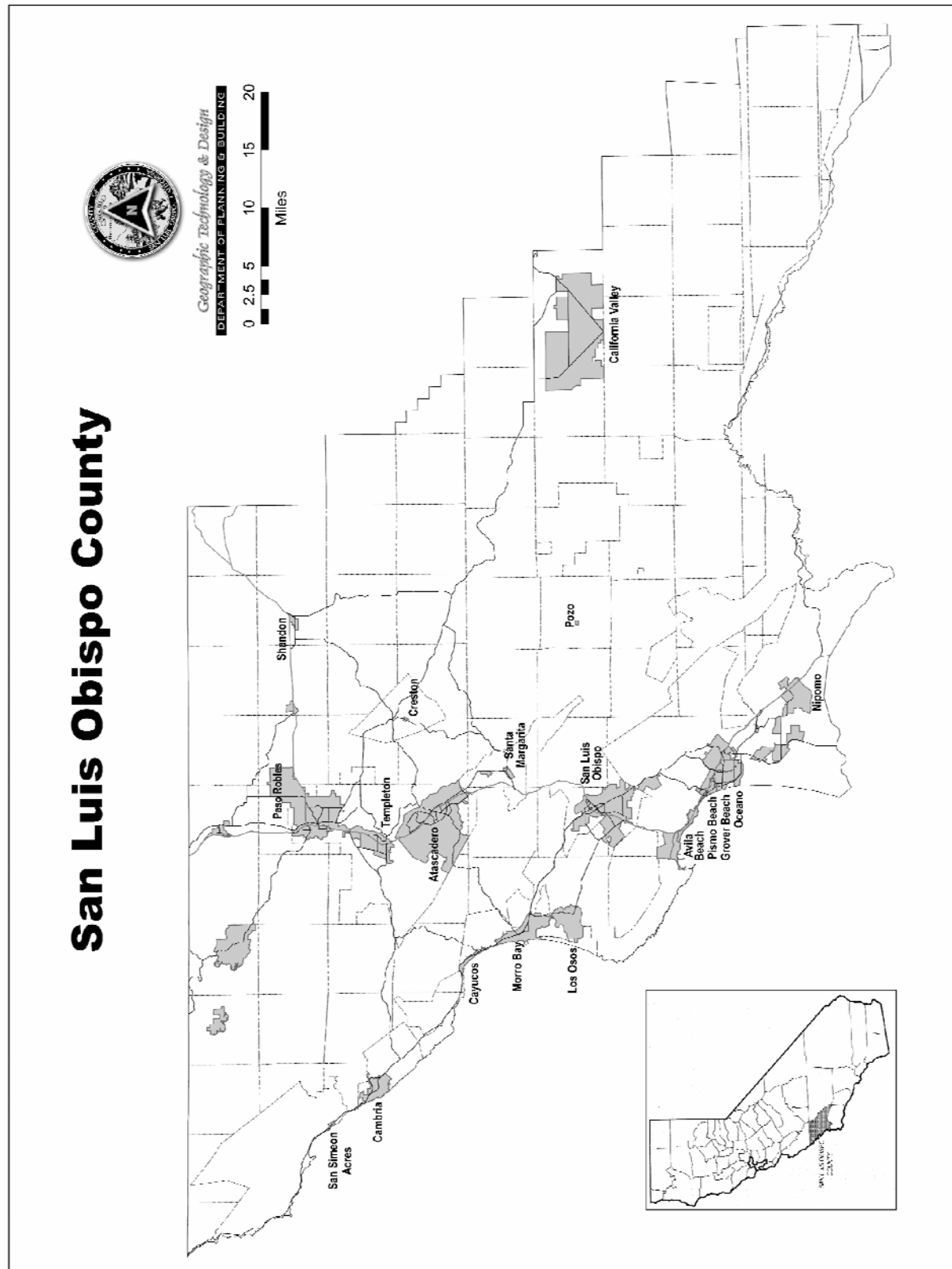


Exhibit B – Contract Example

**CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR
EIR PREPARATION FOR THE (COUNTY PROJECT)**

THIS CONTRACT is made and entered into on this _____ day of _____, 20 __, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California [hereafter "County"], through its Environmental Coordinator [hereafter "Coordinator"] and Consultant name, a California Corporation [hereafter "Consultant"].

WITNESSETH:

— WHEREAS, the County has authorized the preparation of an Environmental Impact Report for the proposed project identified as project name, EDXX-XXX, which lies in the County of San Luis Obispo, and is more precisely located on the plat attached hereto as Exhibit "A"; and

WHEREAS, the County shall maintain high quality standards in the application of environmental laws in the County of San Luis Obispo; and

WHEREAS, the project requires an unbiased Environmental Impact Report [hereafter "EIR"], that is prepared in accordance with the California Environmental Quality Act, Public Resources Code, sections 21000 et seq. [hereafter "CEQA"], the State CEQA Guidelines, California Code of Regulations, title 14, section 15000 et seq. [hereafter "Guidelines"], and the County of San Luis Obispo Environmental Quality Act Guidelines [hereafter "Guidelines"], and that reflects the independent judgment of the County; and

WHEREAS, it is understood that the Consultant shall be the independent contractor of the County to prepare the EIR.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and stipulations set forth herein, the parties agree as follows:

I. PREPARING THE EIR

A. DUTIES OF THE CONSULTANT.

1. It is a fundamental requirement that this EIR be prepared by an unbiased Consultant.
2. To further protect the unbiased EIR requirement, the Consultant agrees that the duties described in this Contract shall be the only work Consultant performs on the project name, unless the Consultant obtains prior written consent from the Coordinator.
3. The Consultant shall make the field exploration, research, tests and analysis necessary to complete an EIR which fulfills the requirements of the EIR content required by CEQA, the Guidelines,

and the provisions set forth in Consultant's Scope of Work, [hereafter "scope of work" or Exhibit B]. Exhibit B is attached hereto and incorporated by reference at this point except that the information as to cost and time is attached for informational purposes only.

4. Some factors could severely inhibit or prohibit a proposed project. An objective of conducting an environmental impact study is to identify these factors as soon as possible in order to make a determination regarding the feasibility of whether to continue with the EIR or the project. While conducting the EIR, the Consultant shall diligently watch for and analyze those environmental factors that could inhibit or prohibit the project. If such factors are identified, the Consultant shall immediately notify the Coordinator. The Coordinator will then advise the Consultant in writing on whether to stop work or continue with the EIR.

5. The Consultant shall submit the following documents in multiple copies in phases as described below: (1) a Draft Project Description and detailed EIR outline, (2) an Administrative Draft EIR, (3) a Draft EIR, (4) an Administrative Final EIR and (5) a Final EIR. Consultant agrees to prepare the documents in compliance with the provisions of CEQA, the Guidelines, and Exhibit B.

a. The Draft Project Description and EIR Outline. At the initial kick-off meeting, the Coordinator will provide Consultant with a preliminary project description. Within ten (10) working days following the initial kick-off meeting, Consultant shall submit two (2) copies of the draft EIR project description and EIR outline to the Coordinator for review and approval. The Coordinator must approve the draft EIR project description and EIR outline for this phase to be complete. After the Coordinator approves the draft project description and EIR outline, the Consultant may rely on it as a basis for the environmental impact analysis. It is understood that the project description may be further refined from time to time as the EIR study progresses. Any significant changes made to the approved project description may require additional analysis within completed sections of the EIR. The Consultant shall notify the Coordinator of such changes that will result in additional costs. Before incurring additional costs, Consultant shall submit an amended proposal to Coordinator. The Coordinator will advise Consultant whether to continue.

b. The Administrative Draft EIR. The administrative draft EIR is an internal agency document and shall be transmitted only to the Environmental Coordinator, who then may provide it to agencies as needed. Consultant shall not release any part of the administrative draft EIR to the Applicant or other agencies without advance direction from the Coordinator. ___ weeks after the Coordinator approves the draft project description and EIR outline, Consultant shall submit ___() unbound copies (3-hole drilled) in 3-ring binders of an administrative draft EIR with appendices to the Coordinator for agency and staff review and comment. Ten (10) working days after the Coordinator submits comments to the Consultant,

Consultant shall incorporate all of the Coordinator's comments and shall submit all changed or new pages showing the revisions to the Coordinator. The administrative draft EIR may be submitted and returned for changes as often as necessary until the Coordinator approves a copy as a complete administrative draft EIR. When the Coordinator notifies Consultant that the Coordinator has approved the administrative draft EIR, this phase is complete.

c. The Draft EIR. The Consultant has ten (10) working days from Coordinator's approval of the administrative draft EIR to provide the draft EIR, ready for public review. The Consultant shall provide the County with two (2) camera-ready copies (one single-sided and one two-sided copy), __ (__) unbound copies (3-hole drilled), __ (__) bound copies of the draft EIR with appendices, and an electronic version in a County-acceptable format. The Coordinator must approve the draft EIR for this phase to be complete.

d. The Administrative Final EIR. After the comments described in CEQA and the Guidelines, sections 15086 and 15087, have been collected by the Coordinator, the Coordinator shall transmit these comments to the Consultant. The Consultant shall prepare written responses to these comments in accordance with CEQA and the Guidelines, section 15088. Within fifteen (15) working days of receipt of these comments, the Consultant shall provide the County with __ (__) unbound copies (3-hole drilled) of the administrative final EIR with appendices for the Coordinator's review, comment and approval. The Coordinator will submit comments to the Consultant. Consultant shall incorporate all of the Coordinator's comments and shall submit all changed or new pages showing the revisions to the Coordinator. The administrative final EIR may be submitted and returned for changes as often as necessary until the Coordinator approves a copy as a complete administrative final EIR. When the Coordinator notifies Consultant that the Coordinator has approved the administrative final EIR, this phase is complete.

e. The Final EIR. After the Coordinator approves the administrative final EIR, the Consultant shall, within ten (10) working days, provide the Coordinator with two (2) camera-ready copies (one single-sided and one two-sided copy), __ (__) unbound copies (3-hole drilled) and __ (__) bound copies of the final EIR with appendices. In addition, the Consultant shall submit the following: one set of diskettes of the final EIR and appendices; textual information shall be in Word or WordPerfect format (County's current version); spreadsheets and/or databases shall be in Excel format or other format-acceptable to County. Computer

spreadsheets and graphics generated for use in the EIR shall be formatted to be easily used as part of the County's ArcInfo-based geographic information system as follows:

Whenever possible, digitized map data shall be based upon the USGS 7.5 minute quad sheet map series (1:24,000). For registration purposes the locations of the eight (8) latitude/longitude coordinate grid points that represent the four corners and four interior points of the quad map shall be identified. Each distinct data set shall be mapped to a separate layer or theme. All final map data shall be registered to the California State Plane coordinate grid system (NAD83), units being in U.S. feet, and shall be submitted in a .DWG and/or .SHP file format compatible with AutoCAD 2000, ArcView 3.x, or ArcGIS 8.x on CD or DVD media.

A detailed description of all symbolization utilized in the final product shall be included on CD or DVD media. Metadata which meets or exceeds FGDC standards shall also be included on CD or DVD media for all distinct data sets created under this contract.

When the Coordinator notifies Consultant that Coordinator has approved the final EIR, this phase is complete.

B. DUTIES OF THE COUNTY.

1. The Coordinator will be responsible for ensuring that the EIR reflects the independent judgment of the County as the Lead Agency as required by Section 15084(e) of the Guidelines.

2. The Coordinator will make any documents, relevant to the proposed project, in the possession of Coordinator, available to the Consultant.

3. It is understood that repeated revisions to the EIR are costly for the Consultant and the Coordinator. Therefore the Coordinator shall make every effort to reduce the number of iterations of the EIR to a minimum by diligently reviewing each submittal by the Consultant.

4. Coordinator will advise the Consultant whether to continue with the EIR or stop work when situations are identified, such as environmental, economic, technical, legal or other factors, which could inhibit or prohibit the project.

5. The Coordinator will accomplish the tasks required of the Coordinator described in Paragraph I.A. above.

6. Other agencies and the public may make comments to the draft EIR pursuant to CEQA and the Guidelines, sections 15086 and 15087. The Coordinator will make any of these comments which raise environmental points available to the Consultant.

7. The County will provide for payment to the Consultant as provided by the terms of this Contract. The Coordinator will expeditiously review all work submitted by the Consultant

in order to assure prompt payment of invoices. At the request of the Consultant, the Coordinator will explain in writing any delay, not the result of the Consultant, that would prevent payment of the invoice within 30 days of receipt by the Coordinator.

C. PAYMENT.

1. County's Maximum Cost of the EIR. The Contract for the preparation of the EIR is a lump sum Contract. It is not a time and materials Contract. The County will pay the Consultant a maximum amount of EIR cost - written out dollars (\$__) for a Coordinator-approved, final EIR. The County will pay Consultant in staged payments throughout the performance of the Contract. The sums due under the timing of these staged payments are tied to products delivered by the Consultant to the Coordinator and approval of such products by the Coordinator.

2. Time of payment. At the request of the Coordinator, the Consultant shall submit itemized statements for work performed on each phase or from the execution of the Contract to the date of the request. The County has the right to access and copy the records to verify all work performed on the Contract to date. The County's right to inspect and copy records is in addition to the legal rights and liabilities of the parties pursuant to an audit described in paragraph V.M.

a. Consultant will be paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, \$ amount - written out dollars (\$__), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves two (2) copies of the draft project description and EIR outline. If the Contract is terminated before the Consultant expends twenty percent (20%) of the maximum contract price in billable items, the County is entitled to a refund of the difference between the twenty percent (20%) down payment and an itemized billing amount for the work to termination date based on the rates and schedules in Exhibit B.

b. Consultant will be paid forty percent (40%) of the maximum amount in paragraph I.C.1. above, \$ amount - written out dollars (\$__), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves __ (__) copies of the administrative draft EIR.

c. Consultant will be paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, \$ amount - written out dollars (\$__), within thirty (30) days after the

Coordinator receives a correct invoice, and receives and approves __ () copies of the draft EIR.

d. Consultant will be paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, \$ amount - written out dollars (\$), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves __ () copies of the final EIR.

3. Early Termination Payment. If the Contract is terminated prior to the completion of the final EIR for a reason other than breach by the Consultant, the County will pay Consultant for work performed on the Contract from execution to termination, but not to exceed the maximum percentages listed above for each approved phase plus an additional for work performed and expenses incurred on the phase in progress. Subconsultants shall be apportioned to the phase(s) according to the actual billing to the Consultant from the Subconsultant. Payment for attendance at meetings and hearings, travel and per diem shall be allocated to the phase in which the travel occurred. If any phase is not completed and the Contract is terminated due to breach by the Consultant, the amount due Consultant shall be the maximum amount of the EIR less the amount required to hire and compensate a replacement Consultant to complete the EIR.

4. Cost Containment. In no event is the Consultant authorized to incur additional costs beyond the maximum amounts in this Contract without prior written agreement signed by the County. Before incurring additional costs or providing additional services, Consultant must inform Coordinator, in writing, of the estimated additional costs. Without prior written approval signed by the County, the County shall not be liable for any amount over the amounts specified herein.

5. Early Payment. For good cause, and in the sole discretion of the County, the County may make such early payments during any phase without terminating this Contract. The Consultant shall preserve the work performed to date and minimize the need to repeat work on the current phase. Before receiving an early payment, the Consultant shall submit an itemized statement showing time and materials spent from execution to date, specifically identifying the work done on the phase in progress and the estimated amounts remaining to complete the phase in progress. In no event shall Consultant be entitled early payment for a future phase. The Board of Supervisors delegates the authority to make early payments to the Environmental Coordinator provided the Environmental Coordinator retains sufficient

funds to complete the phase in progress including costs to re-start a delayed phase. The County shall incur no liability for declining to make an early payment.

II. PROJECT MEETINGS AND PUBLIC HEARINGS

This section of the Contract, Section II, "Project Meetings and Public Hearings," is an option to be exercised solely at the discretion of the Coordinator.

A. NUMBER OF MEETINGS AND HEARINGS.

At the Coordinator's request, Consultant will send appropriate representatives to ___ () project meetings and ___ () public hearings.

B. PAYMENT CALCULATIONS.

1. Attendance at project meetings. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the project staff meetings. The Consultant shall submit an itemized billing for each meeting attended. The Consultant's (*position title(s)* - e.g. Supervising Environmental Professional) will be paid at the hourly rate of \$ amount - written out dollars (\$___) per hour for preparation and attendance at such meetings. The total maximum for preparation, attendance and participation of all of Consultant's representatives in all meetings on the project and appeal, if any, is \$ amount - written out (\$___). This is in addition to the amount stated in paragraph I.C.1. above.

2. Attendance at hearings. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the public hearings. The Consultant shall submit an itemized billing for each public hearing attended. The Consultant's (*position title(s)* - e.g. Supervising Environmental Professional) will be paid at the hourly rate of \$ amount - written out dollars (\$___) per hour for preparation and attendance at such hearings. The total maximum for preparation, attendance and participation of all of Consultant's representatives in all (up to #) public hearings on the project and appeal, if any, is \$ amount - written out dollars (\$___). This is in addition to the amount stated in paragraph I.C.1. above.

III. PROPOSED FINDINGS

This section of the Contract, Section III, "Proposed Findings," is an option to be exercised solely at the discretion of the Coordinator.

A. DUTIES FOR FINDINGS.

At the Coordinator's request, Consultant shall prepare and deliver to Coordinator, __
() unbound copies of proposed findings for use by the Board of Supervisors. The findings shall be prepared in accordance with the requirements of the Guidelines, sections 15091 and 15093. The Coordinator will notify Consultant of a reasonable due date for the proposed findings. The Coordinator must approve the proposed findings for this performance to be complete. Findings shall also be provided to the County on diskette(s), using Word or WordPerfect (County's latest version); any spreadsheets and/or databases developed for these findings will be provided on these diskettes in Excel format or other County-approved format.

B. PAYMENT FOR FINDINGS.

County shall pay Consultant on a time and materials basis for preparing proposed Findings, up to a total maximum amount of \$ amount - written out dollars (\$) for Coordinator-approved proposed findings. Consultant will submit an itemized statement. The Project Manager will be billed at no more than \$ amount - written out dollars (\$) per hour. (Word processing will be billed at no more than \$ amount written out dollars (\$) per hour). Payment will be due thirty (30) days after approval of proposed findings and receipt of Consultant's correct invoice. Payment for findings is in addition to the amounts stated in paragraphs I.C.1. and II.B.1. above.

IV. MITIGATION MONITORING PROGRAM

This section of the contract, Section IV, "Mitigation Monitoring Program," is an option to be exercised solely at the discretion of the Coordinator.

A. DUTIES FOR PREPARATION OF MITIGATION MONITORING PROGRAM.

At the Coordinator's request, Consultant shall prepare and deliver to Coordinator, __
() copies of a proposed mitigation monitoring program for use by the Board of Supervisors and County staff. The mitigation monitoring program shall be prepared in accordance with the requirements of CEQA, Public Resources Code, section 21081.6, and the Guidelines, section 15126. The Coordinator will notify Consultant of a reasonable due date for the proposed mitigation monitoring program. The Coordinator must approve the proposed mitigation monitoring program for this performance to be complete. The Consultant shall provide one set of diskettes, on Word or WordPerfect (County's latest version), of the mitigation monitoring program; any spreadsheets and/or databases developed for the

mitigation monitoring program will be provided on these diskettes in Excel format or other format acceptable to the County.

B. PAYMENT FOR MITIGATION MONITORING PROGRAM.

County shall pay Consultant on a time and materials basis for preparing proposed Mitigation Monitoring Program, up to a total maximum amount of \$ amount - written out dollars (\$__) for a Coordinator-approved proposed mitigation monitoring program. Consultant will submit an itemized statement. The (Project Environmental Professional) will be billed at no more than \$ amount - written out dollars (\$__) per hour. Word processing will be billed at no more than \$ amount - written out dollars (\$__) per hour. Payment will be due thirty (30) days after approval of the proposed mitigation monitoring program and receipt of Consultant's correct invoice. The total maximum for preparation of the mitigation monitoring program is \$ amount - written out dollars (\$__). This is in addition to the amount stated in paragraphs I.C.1., II.B.1, and IIIB. above.

V. GENERAL CONDITIONS

A INDEPENDENT CONTRACTOR.

Consultant shall be deemed to be an independent contractor of County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes, or permits, the County to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject of this contract; provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services.

B. NO ELIGIBILITY FOR FRINGE BENEFITS.

Consultant understands and agrees that its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

C. INDEMNIFICATION.

(1) Except as provided in paragraph (2) below, Consultant shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees, from any

and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract or attempted performance of the provisions hereof, including but not limited to those predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Consultant's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments, failure to comply with workers' compensation laws, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of Consultant or his agents, employees or other independent Consultants directly responsible to Consultant; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by Consultant or Consultant's agents, employees or other independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demand, damages, costs, expenses or judgments resulting solely from the conduct of the County.

(2) If any claim, demand, litigation or other challenge to the County is brought alleging a deficiency with the County's compliance under the California Environmental Quality Act, the County shall provide the initial legal response to such challenge and shall give the Consultant notice of the challenge within 10 business days of the County's receipt of the challenge. If the case moves to litigation, the County shall provide the attorneys to defend the action. However, the Consultant shall assist in the defense by providing any and all documents, personnel who worked on the project, including sub-consultants, and any other in-house expertise that can assist the County in preparing for and presenting the defense to the CEQA challenge. Such assistance shall be at no cost to the County, and shall continue until the CEQA challenge is finally resolved. If the environmental study or documents need to be upgraded or modified, the Consultant shall accomplish the same at no cost to the County, unless the Consultant has advised the County in writing of the need to upgrade or modify the study or documents and the County has declined to follow the advice of the Consultant. If the

County, Consultant or anyone in Consultant's chain of contractual privity is found to be liable for the claim, demand, challenge or litigation, including attorney's fees, the Consultant shall reimburse the County in accordance with the percentage of fault attributed to the Consultant. The reimbursement to the County shall include a reimbursement for the County's attorney's fees and costs of defending the suit apportioned by the same percentage of fault. If the percentage of fault is not included in a judgment, the percentage of fault shall be determined by agreement between the County and the Consultant or arbitration. Arbitration shall be in accordance with the California Code of Civil Procedure, section 1280 et seq.

D. INSURANCE.

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. Minimum Scope And Limits of Required Insurance Policies. The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL") Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

- \$1,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;
- \$1,000,000 aggregate for products-completed operations; and,
- \$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL"). Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL"). This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the laws of the State of California; and

2. Employer's Liability Insurance Coverage B with coverage amount not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. PROFESSIONAL LIABILITY INSURANCE POLICY ("PL"). This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS. Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County

guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. ENDORSEMENTS. All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);

b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);

c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL).

d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);

e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);

f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and

g. Deductibles and self-insured retentions must be declared (All Policies).

4. ABSENCE OF INSURANCE COVERAGE. County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION. Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

____ Project Manager
Department of Planning and Building, Environmental Division
County Government Center
San Luis Obispo, CA 93408

E. WARRANTY OF CONTRACTOR.

Consultant, its officers and employees, and subcontractors will comply with all applicable federal or state laws while performing this Contract. Consultant warrants that it, and each of the personnel employed or otherwise retained by Consultant, will at all times be properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to. Consultant warrants that the persons performing the services for this Contract are specially trained, experienced, expert and competent to perform such special services of preparing the required EIR. Consultant warrants that the Consultant, its subcontractors and real person working on this Contract have no conflict of interest with this project and will produce an independent, objective and unbiased work product.

F. NON-ASSIGNMENT OF CONTRACT.

Inasmuch as this Contract is intended to secure the specialized services of the Consultant, Consultant shall not delegate its obligations under this Contract and shall not assign or otherwise transfer its rights under this Contract or any interest therein without the prior written consent of County. Any such assignment, transfer, delegation, or subletting without the County's prior written consent shall be null and void.

G. NONDISCRIMINATION.

Consultant will not discriminate, in any manner forbidden by law, against any person employed to perform services under this Contract.

H. TERMINATION OF CONTRACT FOR CAUSE.

1. If any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Consultant:

- a. Consultant fails to perform its duties to the satisfaction of the County;
- b. Consultant fails to fulfill in a timely and professional manner its obligations under this Contract; or
- c. Consultant, or its agents or employees, fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; provided however, that in all instances the Coordinator has contacted the Consultant, stating specific reasons for the dissatisfaction of the Coordinator with the performance of the Consultant, and the Consultant has had a reasonable time to respond to the Coordinator's concerns and, if any defect in performance of the Consultant exists, a reasonable time to cure such defect and has unreasonably failed to cure such identified defect.

2. The Consultant may terminate this Contract for cause if the following conditions occur:

- a. If a representative of the Environmental Division has unreasonably failed to perform the Coordinator's duties under this Contract in a timely and professional manner, causing unreasonable delay within the control of the Coordinator; and
- b. The Consultant has contacted the Environmental Coordinator, (the Division Head of the Environmental Division) personally, stating specific reasons for the dissatisfaction of the Consultant with the performance of the representative of the Environmental Division; and
- c. The Environmental Coordinator has had a reasonable time to respond to the Consultant's concerns and if any defect in performance of the Coordinator exists, a reasonable time to cure such defect and has unreasonably failed to cure such identified defect; and
- d. The Consultant has given written notice of the Consultant's outstanding complaints pertaining to specific defects of the Coordinator's performance under this Contract to the Environmental Coordinator; and
- e. The Consultant has given written notice of the Consultant's outstanding complaints pertaining to specific defects of the Coordinator's performance under this Contract to the Board of Supervisors of the County of San Luis Obispo, and if after a reasonable time,

the Board of Supervisors fails to cure the outstanding defect, then the Consultant may terminate this Contract for cause.

The Board of Supervisors has a right to cure such defect in performance within a reasonable time by causing performance or by giving written notice to Consultant of an intention to perform within a reasonable time thereafter. If the Board of Supervisors fails to cure the defect within a reasonable time, the Consultant may give written notice of termination for cause delivered to the Board of Supervisors with an information copy to the Coordinator.

I. TERMINATION OF CONTRACT FOR CONVENIENCE.

The County may terminate this Contract at any time by giving the Consultant written notice of such termination. Immediately upon receipt of notice of termination, Consultant shall discontinue work on the project and incur no further obligations or expenses. Consultant shall be paid the percentage of the total cost of the EIR that corresponds to the percentage of the EIR document(s) that are satisfactorily completed prior to the Consultant's receipt of said termination.

J. ENTIRE AGREEMENT AND MODIFICATIONS.

(1) This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties before the change or amendment occurs. Consultant specifically acknowledges that in entering into and executing this Contract, Consultant relies solely upon the provisions contained in this Contract and no others.

(2) Delegation of County Signatory Authority for Minor Modifications. The Board of Supervisors delegates to the Environmental Coordinator the authority to sign amendments to this Contract that make reasonable modifications to the time performance or that increase the scope of work and provide additional compensation, provided that all amendments do not total more than ten percent (10%) of the total lump sum amount stated in paragraph I.C.1 above, \$ amount - written out dollars (\$___). Any amendment beyond that cumulative amount or an amendment pertaining to any performance other than increasing the scope of work, including but not limited to insurance, indemnity, property and other provisions in this Contract must be in writing and signed by the Board of Supervisors. These additional funds

are intended to provide for flexibility needed to respond to changes generated in writing by the County; not by the Consultant.— Any modification to the Contract within the scope of this paragraph need only be signed by the Consultant and the Coordinator; after approval as to form and legal effect by a Deputy County Counsel.

K. APPLICABLE LAW AND VENUE.

This Contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that the validity, enforceability, and interpretation of the Contract or any of its provisions shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, State of California, and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this Contract.

L. SEPARABILITY.

The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

M. RECORDS.

Pursuant to California Government Code § 10532, every County contract involving the expenditure of more than ten thousand dollars (\$10,000.00) in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the Contract. Consultant shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitute "records" for the purposes of this paragraph. Consultant shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers, and records of Consultant related to this Contract. Consultant and County shall ensure the confidentiality of any records that are required by law to be so maintained.

N. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS.

Pursuant to Government Code section 7550, if the total cost of this Contract is over five thousand dollars (\$5,000.00), the Consultant shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and

dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of contracts, the disclosure section may also contain a statement indicating that the total Contract amount represents compensation for multiple documents or written reports.

O. NOTICES.

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the following address as appropriate:

1. To the Environmental Coordinator;

Environmental Division -
Co. Planning & Bldg. Department
County Government Center
1050 Monterey Street
San Luis Obispo, CA 93408

2. To the Board of Supervisors;

Board of Supervisors
County Government Center, Rm 370
1050 Monterey Street
San Luis Obispo, California 93408

3. To the Consultant;

P. COPYRIGHT.

Any reports, maps, documents or other materials produced in whole or part by the Consultant or any subconsultant or person responsible to the Consultant under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Consultant, subconsultant or person responsible to Consultant during the performance of this Contract.

Q. CONFIDENTIALITY.

No reports, maps, information, documents, or any other materials given to or prepared by Consultant under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of County. However, Consultant shall be free to disclose such data as is publicly available.

R. EQUIPMENT AND SUPPLIES.

Consultant will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

S. ACCESS TO RECORDS AND FINANCIAL DATA.

All recorded data, preserved in any form, but not limited to materials generated for this project or existing information compiled for this project and any financial documents pertaining to this project are the property of the County. At the request of the Board of Supervisors, the Coordinator, the County Planning Director, the County Counsel, the County Administrator or the County Auditor, the County's agents or employees have a right to access these records wherever located during reasonable hours for up to three years after project approval. After three years, if the Consultant wants to dispose of the background records the Consultant shall give the County the option of taking possession of the records. The County's right to access includes the right to make copies of such information.

T. PRIORITY OF INCONSISTENT CONTRACT TERMS AND CONDITIONS.

To the extent that any terms or conditions set forth in Exhibit B, or past business practices between Consultant and County or Coordinator differ from the terms and conditions of this Contract, the terms and conditions expressed in the typed body of this Contract, without reference to Exhibit B, are controlling.

CONSULTANT

_____ FIRM NAME (CAPS)
A California Corporation

By: _____

Date

By: _____

Date

COUNTY OF SAN LUIS OBISPO

By: Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Date

APPROVED AS TO FORM AND LEGAL EFFECT:

Warren Jensen
County Counsel

By: Deputy County Counsel

Dated:

SCOPE OF WORK
Environmental Impact Report for the

Land Use and Circulation Elements Update and Climate Action Plan

Date: December 1, 2009

General Requirements

The EIR must meet all of the requirements set forth in the California Environmental Quality Act (Public Resources Code 21000 et seq.), and the State CEQA guidelines (California Code of Regulations, section 15000 et seq.). The EIR is to be prepared concurrently with the preparation of the Land Use and Circulation Element Update. The EIR consultant will need to coordinate closely with the staff preparing the Land Use and Circulation Element Update. As the update and EIR progress, all applicable mitigation measures or other appropriate information developed in the EIR shall be incorporated into the element.

Level of Detail

This will be a program-level EIR. Within the parameters of a program-level EIR, the County anticipates two different levels of detail necessary for the EIR analysis.

Level 1. The bulk of the analysis should be performed as necessary for a general plan element update. Geographically, this analysis will be done for rural areas and areas where environmental constraints would make future growth challenging or undesirable.

Level 2. A higher level of review will be needed for areas identified in the project description as being the least constrained to accommodate future growth. These areas may be near urban edges or in undeveloped areas that have reasonable access to the resources necessary to accommodate future growth. The cost estimates for this level of analysis should be identified separately from Level 1.

The impact analysis for areas less affected by per-capita growth, or those impact areas that require site-specific details for analysis (e.g., Biological Resources), should be analyzed at a qualitative level and should utilize county resources and staff input as much as possible. The EIR impact analysis should be preformed at a quantitative level, as much as possible, for impact areas most likely to be affected by the type of per-capita growth anticipated under this program (e.g., Traffic and Circulation).

Geographic Area of Analysis for the Land Use and Circulation Elements Update

This update is for the rural, unincorporated areas of the county, but the environmental impact analysis will need to consider the possibility of potential impacts and mitigation measures in urban and village areas to the extent that this project might result in growth in those areas. Such growth, however, will need to be consistent with Strategic Growth policies that, for example, require that development sustain the capacities of natural resources and be supported by adequate services and facilities. Any growth in urban and village areas will also be within the limits of the existing General Plan.

Property Owner Requests

The County's General Plan includes a provision that allows individual property owners to request changes to adjust or intensify development potential on their property within a specified time period during an update to the Land Use Element. These requests are called "property owner requests." Please refer to Section B, Chapter 8 of Framework for Planning, pages 8-8 through 8-10.

(<http://www.slocounty.ca.gov/Assets/PL/Elements/inlandframework.pdf>).

The County does not anticipate many individual property owner requests. For those requests that are submitted during the specified time period, the EIR consultant and the County will determine, case-by-case, if an individual proposal may be incorporated as part of the Level 1 or Level 2 analysis or warrant a more detailed analysis. The County may require that a property owner request be processed separately from this update if, for example, it is beyond the scope of the update or will require its own EIR. The individual property owner requests could be included together with one or more of the project alternatives in the Alternatives Analysis. If greater analysis is needed, then the EIR consultant will provide a scope of work and cost estimate for analyzing the individual property owner request.

Specific Requirements

The following shall be addressed in the EIR: aesthetics, agricultural resources, air quality, biological resources, climate change, cultural resources (historical, archaeological and paleontological), drainage, erosion, and sedimentation, geologic hazards/site alteration, hazards and hazardous materials, noise, population and housing,; public services and utilities, recreation, transportation, circulation, and traffic, wastewater, water quality, water resources, consistency with locally adopted plans and policies, alternatives, cumulative impacts, growth inducement, mitigation monitoring, and response to comments. CEQA findings should be included as an optional task.

** Your proposal should also include any other issues that you would recommend be addressed to make the EIR a complete document in compliance with CEQA and the State CEQA Guidelines.

Identified impacts shall be designated as significant or insignificant pursuant to the criteria of CEQA and the State CEQA Guidelines. Indirect or secondary impacts of the project shall also be discussed. Priority shall be placed on impact avoidance, and where possible the Land Use and Circulation Elements will be amended based on impact avoidance. When mitigation measures are required, they shall be described in detail and should be specific to the implementation of the Land Use and Circulation Elements. Mitigation measures should be recommended that address impacts related to the primary impacts, as well as secondary impacts, if any. The impact analysis shall consider any overall beneficial impacts that might result from proposed land use patterns that reflect strategic growth policies.

Project Description Development

The Project Description will be developed by the Department of Planning and Building through a concerted public outreach program. The County will provide the EIR consultant with the results of the public workshops as needed. The consultant will need to be available for consultation and coordination in Project Description development, but will not be required to oversee the process. The EIR consultant will be required to format the project description for inclusion in the EIR. Please see the attached project schedule and work plan.

Staff Meetings

The consultant shall be available for the following staff meetings: Initial Staff and Consultant Meeting, EIR scoping meeting at the County Planning Commission, EIR "Kick-off" meeting, and regular team meetings. The cost estimate shall include at least 12 other meetings.

Public Hearings

The consultant shall include costs for attendance at 4 public hearings. The consultant shall be prepared to respond to questions, make presentations and/or participate in an advisory capacity during hearings. The costs for attendance at the public hearings shall be itemized and are to be considered options to be exercised by the County.

Deliverables

The format for all text documents, tables, charts, and illustrations shall be 8-1/2 x 11 vertical. If oversize inclusions are necessary, they will be 11 x 17. Document covers for all related documents shall be coordinated so they appear as a "set." All administrative drafts, drafts, and final documents shall be two-sided, black ink, on white or light recycled stock paper.

The County requests that the EIR format be in an "EIR Summary" format. The primary printed document should consist of an expanded Executive Summary, with the bulk of the setting, methodology, analysis, technical data, and appendices on a CD accompanying the printed summary document. The ultimate goal is a short-format, readable EIR that focuses on the impact assessment of the proposed program with technical details available in an appendicised format.

Deliverables shall include:

- A. Four (4) copies of the final Project Description and EIR Outline.
- B. Six (6) copies of the Administrative Draft EIR (all copies unbound, three-hole punched) and six copies of the accompanying CD.
- C. Forty (40) bound, two-sided copies of the Draft EIR, five (5) bound, two-sided copies of the background material and appendices from the accompanying CD, and 100 complete CD copies with summary, background information and appendices in "searchable" pdf format, and one complete electronic copy in original format (e.g., Word).
- D. Provide the draft EIR in an HTML, or other similar format, so text and graphics can be easily placed on the county's web site.
- E. Six (6) copies of the Administrative Final EIR (all copies unbound, three-hole punched) and six copies of the accompanying CD.
- F. Fourteen (14) bound, two-sided copies of the Final EIR, five (5) bound, two-sided copies of the background material, appendices and mitigation monitoring, and thirty-five (35) complete CD copies with summary, background information, appendices, and mitigation monitoring in .pdf format, and one electronic copy in original format [e.g., Word]).
- G. Spreadsheets and or databases developed for this EIR shall also be included on a separate CD(s) using the latest County's spreadsheet software.
- H. Any geographic information electronically mapped as part of this project shall be provided as a .SHP file, a format compatible with ESRI's ArcView GIS software program, and shall be registered to the California State Plane NAD 83, Zone 5 coordinate system, units in feet. A .PRJ file shall be included reflecting this coordinate system.
All .SHP files submitted shall include sufficient metadata compatible with the ArcCatalog .XML format. This metadata shall include at minimum the following:
 - An abstract containing a brief narrative summary of the data set including levels of accuracy and methods of data capture.
 - Purpose for creating the data with a summary of the intentions with which the data set was developed
 - Citation including the name of the organization and/or individual that developed the dataset
 - Maintenance requirements noting the frequency with which changes (if any are necessary) are made to the data set after the initial data set is completed
 - Theme key words associated with the data set
 - Contact information for the creator of the data set and for the creator of the metadata
 - Date the data was published

Descriptive text, thoroughly defining all features within each mapped data set, shall be incorporated into the data attribute tables. If codes or abbreviations were used for data attributes, then a .LYR or other document explaining the codes shall be included. If maps were created in ArcView then an .MXD file shall be included showing proper final map layout with any necessary symbolization.

Exhibit A – Project Map

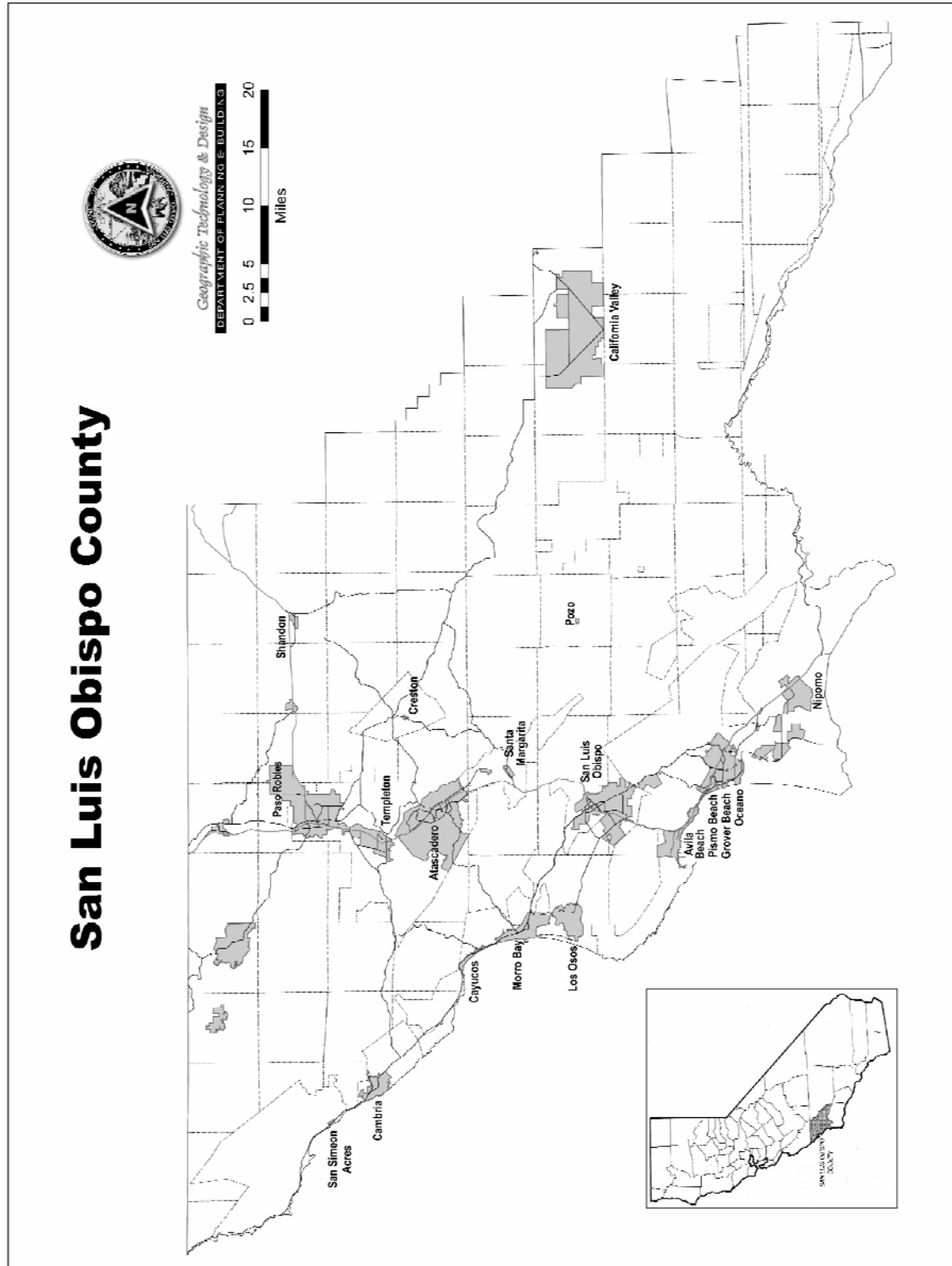


EXHIBIT B

A. Aesthetics

Analysis shall be prepared by a qualified individual and shall include, but not be limited to, the following:

1. Review of the Visual Resources Chapter of the Conservation and Open Space Element.
2. Key viewsheds shall be identified and mapped. This shall include, but not limited to, key transportation corridors, views of the community gateways, and views of significant or unique natural features or historic resources.
3. The analysis shall include a discussion of methodology for the determination of key viewing areas, thresholds of significance, and classification of impact(s).
4. Representative photos of key viewing areas shall be presented.
5. The consultant shall determine if (and where) photo-simulations (or other similar format) showing conceptual development within key viewing areas should be included in the analysis. This should be clearly identified in the proposal.
6. This section shall include an analysis of secondary impacts associated with potential sound walls resulting from the noise section.
7. Cumulative impacts shall be identified, and may include loss of vegetation, increased light and glare, loss of dark skies due to increased ambient night lighting, and degradation of visual character.
8. Adequate and feasible mitigation measures to ensure that visual resources are adequately protected shall be identified and discussed. More specific mitigation measures should be included for development within areas identified as "least constrained."

B. Agricultural Resources

Potential impacts to agricultural resources must be identified and evaluated by qualified persons. The analysis shall include, but not be limited to, the following:

1. The County Agricultural Commissioner's Office, NRCS, and California Department of Conservation shall be consulted.
2. The Important Farmland Map for San Luis Obispo County, the County Williamson Act Map, County Soils Map and County Agriculture Crops Map, and the map of Important Agricultural Soils in the Conservation and Open Space Element shall be reviewed.
3. A description of generalized regional agricultural uses shall be discussed. Each region will need to be defined in consultation with the County Agricultural Commissioner's Office.
4. The potential adverse impacts to the agricultural capability of lands currently enrolled in the Agricultural Preserve Program and/or supporting production agriculture shall be evaluated.
5. The potential for the loss of agriculturally productive soils as a result of development and the potential for incompatibilities between agriculture and residential uses shall be evaluated.
6. Cumulative impacts shall be identified and discussed.
7. Adequate and feasible mitigation measures, if any, to ensure that agricultural resources are adequately protected shall be identified and discussed.

C. Air Quality

The analysis of air quality impacts shall be accomplished by a qualified air quality specialist and shall include, but not be limited to, the following:

1. The Air Pollution Control District, the Clean Air Plan, and current "CEQA Air Quality Handbook" shall be consulted.
2. A general description of the existing air quality in the county shall be provided, including:
 - a. Discussion of applicable State and Federal air quality standards.
 - b. Local climate and air pollution meteorology.
 - c. Local trends and patterns of air pollutant concentrations including air quality monitoring data from local monitoring stations.
3. State and Federal attainment status and current air quality planning efforts within the County shall be discussed.
4. County air quality policies and consistency with the adopted Clean Air Plan relative to the project shall be discussed.
5. Potential health impacts resulting from directing growth to areas along high-volume highway corridors.
6. Climate Change: The project description includes a Climate Action Plan (CAP) for the County. The draft CAP is expected to be released in August 2010, and the Final CAP is expected to be completed in December 2010 (see attached project schedule). This section shall include:
 - a. a discussion of the CAP and identification of mitigation measures from the CAP as they apply to the project and climate change.
 - b. an analysis of project consistency with the most current legislation related to climate change and Green House Gasses (GHGs).
7. Adequate and feasible mitigation measures, if any, to address long-term or cumulative air quality impacts shall be identified and discussed. Mitigation measures shall be developed based on the "CEQA Air Quality Handbook" and consultation with the APCD.

D. Biological Resources

Potential impacts to biological resources must be identified and evaluated by a qualified biologist. The biological resource analysis shall include, but not be limited to, the following:

1. The California Department of Fish and Game, United States Fish and Wildlife Service, California Native Plant Society, the Audubon Society, and other conservation organizations, as appropriate, shall be consulted.
2. Review of existing county vegetation, wildlife and habitat maps, including the draft Natural Resources Inventory.
3. The consultant shall determine the appropriate scale and level of detail necessary to analyze biological impacts at a programmatic level. This shall be included in the consultant's proposal.
4. Rare, threatened and/or endangered plant and wildlife species that could potentially be affected by the proposed project shall be identified.
5. Other sensitive, unique or important plant and wildlife communities or landscapes that may be affected by the project shall be identified.

6. The consultant shall utilize existing County vegetation maps and previous reports to evaluate impacts to the following:
 - a. Rare, threatened, and/or endangered plant species.
 - b. Habitat areas for rare, threatened and/or endangered plant and wildlife species.
 - c. Wetlands, riparian areas and important wildlife corridors.
 - d. Other areas of sensitive, unique or important biological resources.
7. Please refer to Task 14 in the attached work program. The consultant shall be responsible for performing subtasks 14.4, 14.5, 14.6, 14.7.
8. Short-term (if any), long-term, and cumulative impacts shall be identified. The discussion shall include, but not be limited to, both direct and indirect (if any) effects on special-status species and their habitat and altered wildlife behavior. Cumulative impacts on important landscapes and ecosystems that could result shall be identified.
9. Feasible mitigation measures, if any, which could minimize potential adverse biological impacts, shall be identified and discussed.

E. Cultural Resources

The analysis of cultural resources shall be prepared by County-approved, qualified individual(s). Cultural resource sub-consultants shall be chosen based on their familiarity with the county, its history, prehistoric environment and setting, and their demonstrated ability to work in an atmosphere where differing opinions are extant. The analysis shall include, but not be limited to, the following:

1. Existing reports, maps, and documents shall be reviewed and incorporated into the environmental analysis. Upon review of these studies, any supplemental studies determined to be necessary by the consultant shall be included in the consultant's proposal.
2. NAHC and the State Historic Preservation Office shall be consulted.
3. Results of the SB 18 consultation, which will have been conducted by the County, shall be incorporated.
4. The cultural importance of countywide and regional archaeological, historical, and paleontological resources shall be evaluated and discussed.
5. Potential significant impacts to archaeological, historical, and paleontological resources shall be identified and discussed.
6. Adequate and feasible mitigation measures to ensure that known and unknown cultural resources are adequately protected shall be identified and discussed.
7. Any report containing the location and detailed descriptions of archaeological resources shall be contained in an appendix to be published under separate cover and clearly marked "Confidential, Not for Public Review."

F. Drainage, Erosion, and Sedimentation

Potential drainage, erosion, and sedimentation impacts shall be discussed and analyzed.

The analysis shall include, but not be limited to, the following:

1. Existing reports and maps that are applicable to watershed drainage, soil erosion, the National Pollutant Discharge Elimination System, Stormwater Pollution Prevention, and Low Impact Development shall be reviewed and incorporated into the environmental analysis as appropriate. Any supplemental studies determined to be necessary by the consultant, especially in areas identified as "least constrained," shall be included in the consultant's proposal.
2. The County Public Works Department, the United States Natural Resource Conservation Service, the Resource Conservation District, and the California Regional Water Quality Control Board shall be consulted, as applicable.
3. Long-term and cumulative impacts shall be identified and discussed.
4. Feasible mitigation measures, if any, which could be included in the project to minimize potential adverse drainage, erosion, and sedimentation impacts, shall be identified and discussed.

G. Geologic Hazards/Site Alteration

Potential impacts associated with geologic hazards shall be discussed and analyzed. The analysis shall include, but not be limited to, the following:

1. Existing reports and maps shall be reviewed and incorporated into the environmental analysis. Any supplemental studies determined to be necessary by the consultant shall be included in the consultant's proposal.
2. Consultation with the County Public Works Department and the County Department of Planning and Building, reference to the San Luis Obispo County Land Use Ordinance and Safety Element, County Combining Designation Maps and County GIS mapping, including the updated mapping of liquefaction and landslide potential.
3. Short-term (if any), long-term, and cumulative impacts associated with topographical alteration shall be identified and discussed.
4. Feasible mitigation measures, if any, which could be included in the project to minimize potential impacts related to geologic hazards or topographic alteration shall be identified and discussed.

H. Noise

The analysis of noise impacts shall be accomplished by a County-approved, qualified individual experienced in the field of environmental noise assessment and shall include, but not be limited to, the following:

1. The County's Noise Element shall be reviewed and discussed.
2. If necessary, the proposal should include recommendations for additional noise studies, especially in areas identified as "least constrained" or in areas that have very low ambient noise levels that may be significantly impacted by any level of development.
3. Cumulative noise impacts resulting from increased ambient noise level as a result of the project shall be identified and discussed. Sources to be analyzed shall include, but not be limited to, the increased use of vehicles, and noise-generating commercial uses.
4. Adequate and feasible mitigation measures, if any, to minimize potential noise impacts shall be identified and discussed.

I. Population and Housing

Analysis of potential growth inducing impacts, and potential impacts associated with housing being located away from employment centers must be performed. Identification and discussion of feasible mitigation measures that could be included in the project to minimize potential growth inducing and impacts related to population.

J. Public Safety

Potential public safety impacts shall be discussed and analyzed, and shall include a discussion of transportation of hazardous materials, fire hazard, and air traffic safety, and shall include but not be limited to the following:

1. Consultation with the California Department of Forestry and Fire Protection (Cal Fire), County Sheriff's Department, California Highway Patrol and Cal Trans.
2. Potential sources of public safety hazards shall be identified and discussed, including, but not limited to the following:
 - a. Transportation routes, including emergency access, significant dead-end roads.
 - b. Proximity to industrial, agricultural and utility facilities.
 - c. The use of hazardous materials associated with agricultural, recreational, and other uses.
 - d. Wildfire hazard.
3. Applicable State and Federal codes and regulations shall be identified and discussed.
4. Adequate and feasible mitigation measures, if any, to minimize potential public safety impacts shall be identified and discussed.

K. Public Services and Utilities

The analysis of potential impacts to public services shall include but not be limited to:

1. Cal Fire, the San Luis Obispo County Sheriff's Department, the California Highway Patrol, Community Services Districts, County Public Works (County Service Areas, Road Maintenance, Solid Waste Division), County Integrated Waste Management Authority, County Library, School Districts, and public utility providers shall be consulted.
2. Significant impacts to public services or that result from inadequate public services as a result of implementation of the project shall be identified, quantified, and discussed.
3. The proposed project's impact to existing emergency response systems shall be assessed.
4. Feasible mitigation measures, if any, which could be included in the project to minimize potential impacts related to public services and utilities shall be identified and discussed. The analysis shall determine if any public improvement projects are necessary and identify the means of implementation for improvement projects.
5. Improvement projects, funding, and responsibility shall be identified as necessary to provide mitigation for project implementation, including cumulative effects.

L. Recreation

The analysis of potential impacts to recreational resources shall include but not be limited to:

1. The County Department of General Services Division of Parks and Recreation shall be consulted.
2. The proposed project shall be analyzed for consistency with the County Parks and Recreation Element and the Conservation and Open Space Element.
3. This section shall include an analysis of community or regional-scale (both private and public) recreation amenities and public lands.
4. Impacts to recreational resources including increased demand and the creation of new recreational facilities that could result from the implementation of the project shall be identified and discussed.
5. Feasible mitigation measures, if any, which could be included in the project to minimize potential adverse impacts related to recreational resources shall be identified and discussed. The analysis shall determine if any new recreational opportunities are necessary.

M. Transportation, Circulation and Traffic

The analysis of traffic conditions shall be performed by a registered engineer with expertise in traffic and shall include, but not be limited to, the following:

1. The County Public Works Department, California Department of Transportation, California Highway Patrol, Cal Fire, San Luis Obispo Council of Governments, and the Regional Transit Authority shall be consulted.
2. Existing safety issues, traffic capacity, and loads of significant highways and roads, shall be discussed.
3. The analysis shall also include, but not be limited to an assessment of:
 - a. increased traffic during commuting hours,
 - b. alternative modes of transportation including, pedestrian circulation, bicycle circulation and future transit,
 - c. recreational trails, and
 - d. vehicle miles traveled.
4. Significant impacts to circulation and transportation systems shall be identified and discussed. The impact discussion shall include long-term effects, and cumulative effects.

N. Wastewater

The analysis shall include, but not be limited to, the following:

1. The County Environmental Health Division, County Public Works and the Regional Water Quality Control Board shall be consulted.
2. Potential deficiencies in existing systems or lack of a system(s) shall be analyzed and discussed.
3. The cumulative sludge generated shall be analyzed and discussed.
4. Feasible mitigation measures, if any, which could be included in the project to minimize potential adverse impacts, shall be identified and discussed.

O. Water Quality

The analysis of surface and ground water quality impacts shall be analyzed and shall include, but not be limited to, the following:

1. The Regional Water Quality Control Board, State Department of Fish and Game, U.S. Fish and Wildlife Service, County Environmental Health Division and the County Agricultural Commissioner's Office shall be consulted.
2. Past and present water quality in regional watersheds and groundwater basins shall be identified and discussed. The discussion should include surface water flowing to creeks and river, and municipal water supply concerns.
3. The potential for cumulative groundwater and creek contamination shall be identified and discussed, in particular surface water runoff.
4. Feasible mitigation measures, if any, which could be included in the project to minimize potential impacts related to water quality shall be identified and discussed.

P. Water Resources

A County-approved, certified engineering geologist with expertise in groundwater issues shall review existing hydro-geological information on groundwater basins, including the County's Resource Management System and the County Master Water Plan update, to determine potential impact to groundwater basins. This section shall also include, but not be limited to, the following:

1. The County Public Works Department shall be consulted.
2. Consultation with major water purveyors.
3. Evaluation of current water supply and demand for each community based on the best information available and current county data (e.g. County Resource Management System) and potential impacts created by implementation of the proposed program.
4. Analysis of program consistency with current water legislation and court decisions, with a focus on the Vineyard Area Citizens for Responsible Growth, Inc. vs. the City of Rancho Cordova.
5. Evaluation of conservation measures.
6. Feasible mitigation measures that could minimize potential impacts related to groundwater availability shall be identified and discussed, including but not limited to, water conservation measures, limitations on landscape, State water allocations, participation in the Nacimiento Water Pipeline project, and the use of recycled water.

Q. Consistency with Locally Adopted Plans and Policies

This analysis is to be accomplished by a qualified land use planner and is to include, but not be limited to, the following:

1. The County Planning and Building Department and affected agencies shall be consulted.
2. The consultant shall complete an evaluation and discussion of the proposed project as it relates to all applicable plans and policies, including, but not limited to:
 - a. Land Use Ordinances
 - b. Clean Air Plan
 - c. Housing Element
 - d. Agriculture Element
 - e. Economic Element
 - f. Energy Element
 - g. Noise Element
 - h. Safety Element

- i. Parks and Recreation Element
 - j. Conservation and Open Space Element (update in progress)
 - k. Strategic Growth Policies in Framework for Planning
 - l. Local Coastal Program
 - m. Resource Management System
3. The consistency analysis may be presented as a separate section of the EIR, or may be presented within the regulatory setting of each applicable environmental resource section. At a minimum, inconsistencies shall be clearly presented in a separate section within the EIR.

R. Alternatives

The alternatives analysis shall be prepared pursuant to CEQA Guidelines, and shall evaluate a minimum of five alternatives as follows:

1. Discussion and evaluation of project alternatives shall include, but not be limited to, the following:
 - a. no project (no development or growth);
 - b. build-out of the existing plan; and,
 - c. at least three (3) additional alternatives to be determined after completion of the impact analysis, including the required environmentally preferred alternative
2. The alternatives discussion shall include analysis appropriate for the Level of Detail (described above) for all significantly affected resources.

S. Cumulative Impacts

Analysis shall include an evaluation of any land use or circulation planning efforts being conducted by any of the seven cities within San Luis Obispo County, by adjacent counties, the City of Santa Maria, Caltrans, SLOCOG or special districts within the County. The consultant shall also consider the potential cumulative impacts from any community plan updates being prepared by the County. Cumulatively considerable impacts shall be identified and discussed. Any additional mitigation measures shall be identified, as applicable.

T. Growth Inducement

The EIR must include an evaluation and discussion of the project's potential growth inducing impacts, including but not limited to, loss of agricultural land, the project's affect on the population and housing balance, and impacts to environmental resources.

U. Mitigation Monitoring

A comprehensive mitigation monitoring and reporting program, pursuant to Public Resources Code section 21081.6, shall be developed for applicable mitigation measures.

V. Response to Comments

A time and materials not-to-exceed budget of 100 hours shall be included in the proposal and cost estimate to prepare responses to comments to the Draft EIR. Responses shall be prepared

pursuant to Section 15088 of the State CEQA Guidelines. Responses shall be prepared in a format approved by the Environmental Coordinator.

W. CEQA Findings

A time and materials not-to-exceed-budget of 50 hours shall be included in the proposal and cost estimate as an optional task, for the preparation of findings pursuant to Sections 15091 and 15093 of the State CEQA Guidelines. These findings shall be prepared in a format approved by the Environmental Coordinator.

Land Use and Circulation Elements Update		Work Plan November 2009
No.	Task /Sub-Tasks	Time Frame
1.	Project Scoping 1.1. Project Outline – Write goals and a description of the project and its limits. 1.2. Management Review - Seek input and support from managers and other departments. 1.3. Work Plan and Schedule – Describe major tasks and their sub-tasks, and prepare a table with planned time frames. 1.4. Staff coordination – Inform staff of opportunities to participate and recruit according to interest and skills. 1.5. Identify discrete tasks for Current Planning 1.6. Send out public status report on LUTE with milestones	July To November 2009
2.	Property Owner Requests: Window Opens 2.1. GPAs to change zoning and standards generally processed together with Update starting 90 days before start of Update on January 15, 2010. Property owner request process starts. 2.2. Announce by Notice and bulletins by October 7, 2009.	October 19, 2009
3.	EIR: Request for Proposals, NOP, Consultant Selection 3.1. Scope and Request for Proposals; RFP should request suggestions on scope, process and needs for technical background information 3.2. Prepare draft scope in consultation with Environmental Division; include Climate Action Plan (CAP) 3.3. RFP out in first week in October 3.4. Review proposals from RFP – consultant selection	October-December 2009
4.	EIR Contract to Board Write a contract for selected consultant review, then County Counsel for signature and send it with a report to the Board for approval.	January 2009
	Official Start of the Plan Update	January 19, 2010

Land Use and Circulation Elements Update		Work Plan November 2009
No.	Task /Sub-Tasks	Time Frame
5.	EIR Kick-Off Meeting with Consultant Discuss the consultant's scope and any contract issues, project coordination and timeline	January 2010
6.	EIR Scoping Meeting Planning Commission to hold public scoping meeting to identify environmental issues for EIR. Staff report to describe purpose: to identify early in process environmental issues to be addressed in EIR to make sure we are studying right things. Purpose is not to identify impacts and alternatives. Notice advisory councils and groups.	January 28, 2010
7.	EIR setting (see also Tasks 12-15) 7.1. Provide staff research and data to consultant, for example, the biological resource mapping; consultant to draft the Environmental Setting chapter of the EIR. 7.2. Consultant to identify constraints (i.e., most to least constrained areas). a. Identify existing conditions b. Identify areas of potentially significant impacts on water, infrastructure, etc. under the existing plan and under projected growth (see Tasks 15.1 and 15.2) 7.3. Identify habitat types and constraints from bio-map provided by Planning and Building Department (see Tasks 14.5 – 14.8) 7.4. Consultant to identify environmental and physical constraints (i.e., most to least constrained areas)	January 2010 To July 2010
8.	RFP for Public Education and Outreach; Consultant Selection 8.1. Scope and Request for Proposals 8.2. Review proposals from RFP – consultant selection	November To December 2009
9.	Public Education and Outreach Contract to Board Write a contract for selected consultant review, then County	December 15, 2009

Land Use and Circulation Elements Update		Work Plan November 2009
No.	Task /Sub-Tasks	Time Frame
	Counsel for signature and send it with a report to the Board for approval.	
10.	Outreach Kick-Off Meeting Discuss the consultant's scope and any contract issues, project coordination and timeline.	January 2010
11.	Intensive Outreach, Survey & Feedback 11.1. Provide a series of announcements, background information, and progress reports in various media; include information on property owner GPA requests 11.2. Coordinate with outreach for the SCS and the CAP projects (essential). Use the SCS workshops to announce, for LUTE/CAP workshops/outreach; maybe even combine with the SCS workshops 11.3. Provide various feedback opportunities, such as online comments and a phone survey. 11.4. Emphasize reaching the general public 11.5. Outreach to cities, CSDs, advisory councils and bodies. Enlist CRP 411 class, for example, to present on need for planning for growth, impacts of conventional vs. Strategic Growth and constraints.	January 2010 To August 2010
12.	Land Use and Transportation Capacity <i>This task will inform the EIR setting</i> 12.1. Complete a Build-Out Model (coordinating with SLOCOG) to determine existing and alternative plan build-out. (alternative plans to be prepared in March 2010) 12.2. Map and classify roads per Circulation Maps 12.3. Complete a traffic model, energy use and air quality models to determine VMT, energy consumption and CO2 and other pollutants from existing and alternative plans, coordinating with SLOCOG and the CAP. 12.4. Coordinate with SLOCOG to use the model in Task 13.1 to filter physical constraints in Task 14.	November 2009 To January 2010
13.	Roads and Infrastructure Constraints & Funding <i>This task will inform the EIR setting</i>	November 2009 To

Land Use and Circulation Elements Update		Work Plan November 2009
No.	Task /Sub-Tasks	Time Frame
	13.1. Coordinate with SLOCOG to determine the road maintenance and improvements needed for traffic changes (VMT) associated with Build-Out of the existing and alternative plans (alternative plans to be prepared by March 2010). 13.2. Determine the funding needed to maintain and improve roads and infrastructure from Public Works and SLOCOG. 13.3. Model the funding needed for street and infrastructure improvements needed by the existing and alternative plans. 13.4. Work with Public Works and CSDs to determine the costs of improving distribution and providing supplemental water in rural areas that are least constrained for development (that could be areas for community expansion in the future).	May 2010
14.	Physical Constraint Mapping/Analysis <i>This task will inform the EIR setting and development suitability analysis. Staff will do some tasks and submit information to EIR consultant to complete and use in EIR setting.</i> 14.1. Develop a GIS Constraints Model to use with the Build-Out Analysis (GIS maps that can be overlaid on areas of projected growth under existing and new alternative plans). This informs Task 15.2 14.2. Map physical constraints such as steep areas, flood plains, seismic and other hazard areas, and agricultural constraints (see soils maps in COSE). Map areas of constrained water basins and distribution, using the RMS and resource capacity studies. Identify areas where supplemental water could be supplied. 14.3. Identify the major known habitat areas of plant and animal species, such as “hotspot” areas of endangered and threatened species, from previous reports (consultant, based on initial vegetation mapping effort to be done by end of 2009). 14.4. Identify habitat areas and connections between them that need protection and restoration to sustain long-	November 2009 To May 2010

Land Use and Circulation Elements Update		Work Plan November 2009
No.	Task /Sub-Tasks	Time Frame
	term ecological health (consultant). 14.5. Prepare a sensitivity analysis (most to least constrained) of the biological constraints for use in the Constraints Model (consultant) 14.6. Identify areas of known development and potential conflicts between habitats, land use and transportation. (consultant).	
15.	Trend Analysis – Growth Assessment <i>This task is to project the historical trends and identify needs:</i> 15.1. Identify the trends from historical growth in rural and community development. 15.2. Determine the limits to, and opportunities for growth from the Capacity Analysis in Task 14. 15.3. Identify jobs/housing balance issues that affect projected trends, and include strategies in scenarios. 15.4. Identify the funding needed for infrastructure and streets, and the trends in recent funding limitations. Identify the relative costs of funding for projected growth and alternatives. 15.5. Identify areas where resources, infrastructure, economy and an improved jobs/housing balance will support strategic growth and reduce rural impacts, with guidance from the Draft Economic Development Strategies. 15.6. Review the general plans of neighboring cities and counties.	November 2009 To May 2010
16.	Strategic Analysis 16.1. Conduct a strategic analysis of strengths, weaknesses, opportunities and threats (SWOT) to inform the public participation in Task 21. 16.2. Identify strategies and actions that can maximize implementation of SG, SCS, COSE and AG Element. Incorporate strategies to reduce greenhouse gasses (see "Model Policies for Greenhouse Gases in General Plans," www.capcoa.org) 16.3. Develop one or more scenarios (prelim. plan alternatives) that implement Strategic Growth policies,	December 2009 To May 2010

Land Use and Circulation Elements Update		Work Plan November 2009
No.	Task /Sub-Tasks	Time Frame
	COSE and AG/Open Space Plan, in opportunity areas without significant constraints and with mitigable constraints.	
17.	Format Technical Appendix & write appendix chapters 17.1. Include information similar to that in LUE Area Plan chapters. 17.2. Include information from the infrastructure, constraints analyses, trends analysis, and funding research. 17.3. Include the Climate Action Plan as an Appendix in Part I	November 2009 To April 2010
18.	Format Land Use Ordinance/Coastal Zone Land Use Ordinance 18.1. Revise sections throughout that need re-referencing; reorganize Article 9, relocating standards to new, consolidated planning areas; revise language to identify the new plan and to replace or add to previous names; make other format/reference changes as needed. Consider re-titling Article 9, "Planning Area Standards" to avoid confusion with Community Plans (Part III) 18.2. In the CZLUO, add a new Article 9 or similar, and relocate standards from the area plans. 18.3. Identify standards to consolidate within Article 9, or even outside it in the LUO and/or CZLUO. 18.4. Identify and write new rural standards that will implement new emphasis on Strategic Growth, sustainable resources, greenhouse gas and VMT reduction, infrastructure, economic vitality, etc. This will need to consider the analyses in Tasks 11 through 16 18.5. Key aims for this task are streamlining, eliminating redundancies and outdated items, clear and consistent language.	November 2009 To April 2010
19.	Format Framework & Area Plans, Parts I, II and III 19.1. Identify different approaches to engage readers, being more meaningful and condensing the plan. Research the streamlined plans of other jurisdictions for ideas.	November 2009 To April 2010

Land Use and Circulation Elements Update		Work Plan November 2009
No.	Task /Sub-Tasks	Time Frame
	19.2. Revise the chapters and sections to enable these approaches. 19.3. A new Resource Management section would address resources, countywide land use capacities for rural and urban growth 19.4. Develop a Technical Appendix to move content there. 19.5. Write a template of pilot chapters that capture the tone and language for drafting new text. 19.6. Format Part I, a revised Framework for Planning, Inland and Coastal, to address countywide (regional), general inter-relationships of land use and transportation concerning rural and urban development, at the regional, sub-regional, rural and community levels. See Task 27 for more. 19.7. Format Part II, the new Rural Plan, with new area plans (larger rural sub-areas): Ch. 2: North County (Inland) Ch. 3: Central County (Inland) Ch. 4: South County (Inland) Ch. 5: Coastal North (Coastal) Ch. 6: Coastal South (Coastal) 19.8. Create Part III, the Community Plans, using (verbatim) sections of the existing area plans that apply to urban and village areas.	
20.	Format Planning Area Maps 20.1. Create draft planning area boundaries on parcel lines approximating watershed boundaries. 20.2. Use new planning area maps with modeling by calculating projected population and Build-Out. 20.3. Prepare graphics that show the areas in different media.	November 2009 To April 2010
21.	Public Workshops #1 21.1. Prepare a Visioning workshop that identifies the capacity issues and opportunity areas and scenarios, and potential costs. 21.2. Ask for vision statements for topics (see Task 22). 21.3. Consultant to conduct three workshops located in different regions; invite CAC's, advisory groups & other	April 2010

Land Use and Circulation Elements Update		Work Plan November 2009
No.	Task /Sub-Tasks	Time Frame
	organizations.	
22.	Vision and Strategies Based on Workshops 22.1. Write a format and text for a Sustainable Horizons Vision and Strategies, which incorporates long-term sustainability of resources, fundable facilities and services, economic vitality, and social improvements. 22.2. Include concepts for maintaining key resources and planning with them (capacity-based planning), accommodating economic growth within resources, and meeting the needs of previously under-served populations. 22.3. Write vision statements and goals that reflect the SG principles, Agriculture Element, COSE and CAP strategies, etc., and introduce the following: a. Regional Progress – new partnerships for economic, social and environmental progress b. Rural Heritage – Integrated rural area vision for agriculture, residential living and preserved natural environment	April and May 2010
23.	Internal Charrette 23.1. Conduct an internal staff & agency charrette to engage and create comprehensive plan alternatives that derive from the scenarios and analysis.	May 2010
24.	Develop Plan Alternatives 24.1. Write plan alternatives that reflect the charrette and scenarios. 24.2. Review them with the physical constraints, cost analyses and policy guidance from SG principles, COSE, CAP, SCS, Ag. Element, etc. 24.3. Incorporate property owner GPA requests into the applicable alternatives 24.4. Distribute them for public review and comment.	May 2010
25.	Public Workshops #2 25.1. Show the vision and strategies prepared following	June 2010

Land Use and Circulation Elements Update		Work Plan November 2009
No.	Task /Sub-Tasks	Time Frame
	Workshops #1 per Task 22. 25.2. Prepare and conduct planning area workshops that review the plan alternatives. 25.3. Provide for feedback that informs which alternatives are preferable. Consultant to conduct three workshops located in different regions; invite CAC's, advisory groups & other organizations.	
26.	Refine Plan Alternatives 26.1. Write plan alternatives that carry forward feedback from the workshops and other sources. 26.2. Review them with other policies and ensure consistency.	July 2010
27.	Public Review Draft Plan Preparation 27.1. Draft countywide and rural area policies and revised LUO standards to identify how scenarios might be achieved. 27.2. For the rural sub-areas, identify what is needed to achieve the vision statements and other County goals, such as Strategic Growth, COSE, CAP and SCS, and identify issues and costs. 27.3. Prepare GIS & text scenarios that identify issues, costs in 22.2. 27.4. Coordinate with SLOCOG SCS outcomes. 27.5. Incorporate CAP policies and strategies on rural and urban land use and transportation into Part I (complete CAP will be an appendix to Part I). 27.6. Part I: Countywide Plan (Framework, Coastal*** and Inland) - Describe/illustrate the challenges for the future, e.g., growth/resource trends, buildout of communities, infrastructure needs, etc. - Address countywide, rural and urban inter-relationships of land use and transportation in each chapter at a general level - Chapter topics similar to existing Framework for Planning, with major changes: - Vision and setting statements (vision to 2030 and beyond) - Strategic analyses	July 2010 To January 2010 ***Coastal Framework to be a separate document and revised along the same lines as Inland Framework. Changes to the Coastal Framework should focus on reorganization and reformatting. Substantive changes could be done as Phase II. **** A new Resource Management section will address resources, countywide land use capacities for rural and urban growth

Land Use and Circulation Elements Update		Work Plan November 2009
No.	Task /Sub-Tasks	Time Frame
	3) Resource- and capacity-based planning**** 4) Infrastructure planning and CIP programming**** 5) Land use strategies that help implement strategic growth policies, Sustainable Communities Strategy (SCS), Climate Action Plan (CAP), COSE, Housing Element, and Economic Development Strategy; include CAP land use and transportation policies and possibly strategies that affect both rural areas and communities; full CAP to go in Appendix 6) Strategies for high-value transportation improvements that coordinate with strategic growth policies and SCS 7) Expanded implementation programs 8) Possible changes to definitions and density ranges of land use categories Streamline the document; use technical appendix 27.7. Part II: Rural Plan (separate documents for Coastal and Inland) a. Chapter 1: Rural settlement patterns and growth, agriculture, resources: 1) Overview, issues and vision for the rural areas, for land use and transportation; overall rural settlement patterns 2) Projections of rural uses of resources 3) Rural policies and strategies: protect agriculture and natural areas, establish community separation and greenbelts, locate urban expansion in least constrained areas, identify rural centers that provide basic services for rural residential settlements and perhaps recognize those areas as villages b. Ch. 2: North County (Inland); Coastal North (Coastal) c. Ch. 3: Central County (Inland); Coastal South (Coastal) d. Ch. 4: South County <i>Text to focus on policies, but retain descriptions/history needed to understand and implement standards</i> 27.8. Part III: Community Plans – new document a. Community plans for urban and village areas to retain existing formatting.	

Land Use and Circulation Elements Update		Work Plan November 2009
No.	Task /Sub-Tasks	Time Frame
	b. Content to be moved from Area Plan chapters to new Community Plan chapters. Total of 26 plans in Part III: 1) 11 urban plans (six Inland, five Coastal) 2) 15 village plans (13 Inland, two Coastal) c. Text changes to be limited to references only. Substantive text and map changes are not part of this update. d. Include a brief introduction or preface to explain organization e. Include the design and specific plans for communities 27.9. Part IV: LUC/Trans/CD Maps (see Task 20) a. Rural land use and combining designation maps to be revised with Part I and II; revise GSA combining designation based on new liquefaction and landslide mapping b. Map changes will not include major rezonings needed to implement Ag. Element land use map c. Community maps to be remain unchanged with Part III	
28.	EIR Project Description/Plan Coordination 28.1. Complete a project description that includes a plan outline, the primary plan alternative and perhaps two other secondary plan alternatives (modifications of the primary one). 28.2. Write these alternatives in the template plan format as a preliminary draft. 28.3. Write a Notice of Preparation with the project description as the basis for an EIR. SB 18 consultation and send out letters (staff) 28.4. Notify the consultant to start preparation of an EIR based on the project description. 28.5. The EIR project description is to include the CAP (which will apply to rural and urban areas), which will be evaluated as part of the EIR.	August 2010 To January 2011
29.	Sustainable Communities Strategy – SLOCOG	

Land Use and Circulation Elements Update		Work Plan November 2009
No.	Task /Sub-Tasks	Time Frame
	29.1. Coordinate with SLOCOG and other agencies and cities 29.2. Support data and modeling, planning and process.	
30.	Climate Action Plan 30.1. Coordinate plan preparation and alternatives with the Climate Action Plan. 30.2. Include preliminary CAP findings and recommendations as available for the Vision, Strategies and Workshops. 30.3. Release draft CAP at end of August together with Draft public review draft LUTE; incorporate CAP policies (and possibly strategies) on land use and transportation into the draft plan and include full CAP in Appendix of Part I of LUTE	November 2009 To December 2010
31.	Property Owner Requests End Close 45 days prior to release of Public Review Draft plan.	November 2010
32.	Public Review Draft Plan (PRD) & Release Consists of Part I (inland and coastal), Part II and reformatted/revised LUO (planning area) standards 32.1. Prepare a Preliminary Draft Plan for administrative and EIR review for significance of impacts. 32.2. Complete Public Review Draft with the Vision and Strategies from the previous analyses, workshops and public feedback. 32.3. Public Review Draft will emphasize policies that avoid significant environmental impacts where feasible as a first priority. Use policies that derive from mitigation measures recommended by the EIR consultant, as a secondary priority. 32.4. Release the Public Review Draft Plan to as wide a public as feasible, using various media.	June 2010 To January 2011
33.	PRD Review: Workshops/meetings (plan only) - CACs and other advisory groups invited to three public workshops/meetings - Staff to conduct workshops; consultant to advise and support as needed.	January and February 2011

Land Use and Circulation Elements Update		Work Plan November 2009
No.	Task /Sub-Tasks	Time Frame
34.	Draft EIR Preparation & Release 34.1. Evaluate individual owner GPA requests as part of the evaluation of project alternatives 34.2. Release Draft EIR beginning January 2011 together with Public Hearing Draft Plan.	March 2011 To July 2011
35.	Prepare/Publish Public Hearing Draft Plan with DEIR • Release Draft Plan beginning January 2011 • Draft Plan to consist of Part I (inland and coastal), Part II, reformatted Part III (Community Plans), reformatted/revised LUO (planning area) standards, reformatted CZLUO with planning area standards (no changes to standards), and maps • Analyze individual owner GPA requests and prepare recommendations in a report	March 2011 To July 2011
36.	Public Review of Hearing Draft Plan and DEIR 60-day EIR comment period closes beginning of September	July, August, September 2011
37.	Response to Comments on DEIR	September, October 2011
38.	PC Notice and Staff Report	September 2011
39.	Planning Commission Hearings (9 + study session) • Close discussion on DEIR in mid-January 2012 (8 weeks prior to final Planning Commission hearing) • Finish FEIR • Release Final EIR in Mid-February 2012 (about 4 weeks prior to final Planning Commission hearing)	October 2011 To April 2012
40.	Planning Commission-Recommended Plan Release end of March 2012	March 2012
41.	Public Review of PC Plan	April and May 2012

Land Use and Circulation Elements Update		Work Plan November 2009
No.	Task /Sub-Tasks	Time Frame
42.	Board of Supervisors Hearings (4) Certify Final EIR and adopt Plan	June and July 2012
43.	Prepare and distribute Final Plans Post-approval work, such as mapping changes and submittal of revised Coastal Framework and CZLUO to Coastal Commission	August and September 2012