

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

37

May 19, 2015

**FROM: TOM HUDSON, Director
Land Use Services Department**

**SUBJECT: AGREEMENT WITH PLACEWORKS FOR THE SAN BERNARDINO COUNTY
WEB-BASED COUNTYWIDE PLAN AND PROGRAM ENVIRONMENTAL
IMPACT REPORT**

RECOMMENDATION(S)

1. Approve a contract with PlaceWorks, Inc., of Santa Ana, California, in an amount not to exceed \$5,000,000 (\$4,800,000 for contracted services plus \$200,000 contingency) for preparation of the San Bernardino County Web-Based Countywide Plan and Program Environmental Impact Report (Project), for the period of May 20, 2015 through May 20, 2019.
2. Authorize the Auditor-Controller/Treasurer/Tax Collector to adjust appropriation and General Fund Reserves, as detailed in the Financial Impact Section, to accommodate the funding of the Contract with PlaceWorks, Inc. for the Project.
3. Authorize the Director of Land Use Services to approve requests for use of Contingency funds in the amount of \$200,000 to ensure the achievement or furtherance of the objectives of the Countywide Plan.
4. Authorize the Director of Land Use Services to approve non-substantive changes to the scope of work, budget, and timeframe pursuant to provisions contained in the Section C.9 of the Contract, subject to County Counsel review.
5. Direct the Director of Land Use Services to transmit all documents and amendments in relation to this contract to the Clerk of the Board within 30 days of execution.

(Presenter: Terri Rahhal, Planning Director, 387-4110)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Implement the Countywide Vision.

Create, Maintain and Grow Jobs and Economic Value in the County.

Improve County Government Operations.

Operate in a Fiscally-Responsible and Business-Like Manner.

Ensure Development of a Well-Planned, Balanced, and Sustainable County.

Pursue County Goals and Objectives by Working with Other Governmental Agencies.

FINANCIAL IMPACT

Approval of this item will not result in the use of any additional Discretionary General Funding (Net County Cost). The County General Fund Reserve balance initially established for the

General Plan/Development Code Amendment project (AAA-B655) was \$7,400,000. To date, \$846,592 has been transferred to the Land Use Services Department (LUS) to fund contract staff performing work in preparation for this Project. LUS also received preliminary funding in the amount of \$2,000,000 for professional services (Item No. 69, November 18, 2014) and is now requesting an additional \$3,000,000 which will fully fund this contract and leave the reserve balance at \$1,553,408. An additional allocation to the reserve in the amount of \$1,518,988 will be requested as part of the 2015-16 recommended budget to fund remaining contract staff positions and the professional service contract for development of the community plans, which will be presented to the Board at a future date.

The following adjustments are requested:

Description	Accounting Codes	Action	Amount
Professional Services	AAA-PLN-PLN-200-2445	Increase	\$ 3,000,000
Reserve for Land Use Services General Plan/Development Code Amendments	AAA-B655	Decrease	\$(3,000,000)

The estimated completion of the Project is approximately 3 years, with 1 year post-adoption training. Below is the breakdown of the estimated 3 year budget:

Fiscal Year	Estimated Budget
2014/15	\$ 177,930
2015/16	2,160,068
2016/17	1,612,048
2017/18	603,132
2018/19 (Post-Adoption)	<u>246,822</u>
Total Consultant Contract	4,800,000
Project Contingency	<u>200,000</u>
Total Project Budget	\$ 5,000,000

BACKGROUND INFORMATION

Since the 1950s, local jurisdictions in California have been required to prepare a general plan for the development of the city or county. The general plan documents the development goals and provides policy direction related to the future use of each jurisdiction’s public and private lands. General plans must consider how regional factors (e.g., transportation infrastructure; retail, commercial and industrial development; housing options; availability of water, etc.) will impact development within the jurisdiction. County general plans must also take into account the general plans of cities within its boundaries and the development of county land within city spheres of influence.

The County of San Bernardino (County) adopted its current general plan in 2007 and the approved general plan policies and goals are implemented through the County’s development code. In the intervening years, several key issues have emerged that relate to the overall effectiveness of the plan including the following:

1. Regional Differences: Many aspects of the general plan and development code are applied on a countywide “one-size-fits all” basis while others use a regional (valley, desert, mountain) differentiation.
2. Community Plans: The County has adopted 14 community plans which are intended to set forth community-specific goals and priorities for growth and development. However, plans for communities as diverse as Oak Hills and Bloomington are nearly identical and lack the specificity needed to reliably guide and inform development decisions for these communities.
3. Accountability: The County General Plan includes eight elements (7 mandatory and 1 optional), 141 goals and 656 policies. These goals and policies affect 21 separate County departments, yet 93 general plan policies (14%) do not have a department clearly identified as primarily responsible for implementation and the general plan is still largely considered to be the sole responsibility of LUS.
4. Advances in Comprehensive Planning: Since 2007, technologies, best practices and public engagement tools have advanced substantially. In addition, major socioeconomic changes have occurred that influence County needs, priorities and capabilities. The resources are being used effectively elsewhere to refine general plan policies, products, and processes to optimally address planning needs.

As a result of these and other issues, the County Administrative Office (CAO) and LUS proposed a comprehensive general plan update be initiated. Such an update requires a substantial financial and resource commitment. In 2011-12, the County initiated an annual budgetary set aside that would be used to support this effort.

During this same period, the County has undergone a shift in organizational and operational priorities and has led efforts that have helped clarify regional priorities and the County’s role as a regional government. These efforts include:

1. Countywide Vision: In 2011, the County Board of Supervisors (Board) adopted the Countywide Vision. This community-driven initiative, led by the County and San Bernardino Associated Governments (SANBAG), describes a future that includes a vibrant economy, skilled workforce, high-quality education, health, housing, recreation, arts and infrastructure. The Countywide Vision has been adopted by more than 50 local jurisdictions and organizations and has become the foundation of unprecedented local collaboration and regional cooperation.
2. Governance Model: Following adoption of the Countywide Vision, the County took additional steps to clarify its role as a regional government and better define its responsibility to govern honestly and transparently. These steps included the Board’s adoption of the County Paradigm and Job Statement, annual adoption of the County Budget, Goals and Objectives and performance measures. The Board also commissions an annual Community Indicators Report which presents key data on various aspects of the quality of life in San Bernardino County.
3. Regional Insights: Over the past three years, the County has clarified its role as a regional government and has actively solicited or facilitated three highly informative regional studies under the banner of the Countywide Vision:
 - o Development Opportunity: Given the geographic expanse of San Bernardino County (20,000 square miles), there has been a long-standing and strongly-held

belief that development opportunities were virtually unlimited. However, more than three-quarters (80%) of the county is under state, federal or tribal ownership. After taking into account land that is already developed and development constraints on vacant land (i.e., geographic considerations, access to water, distance from existing infrastructure etc.), it is estimated that only 385 square miles or 1.9% of the land within the County's jurisdiction area is available for development within the next 10 years.

- Water Availability: A consortium of water agencies from throughout the county collaborated to conduct the first-ever countywide water inventory. It was determined there is enough water for expected population and economic growth through 2035, but only with more water conservation and greater cooperation to protect, invest in, and manage the water supply. The inventory also showed that water resources within the County are not always located where the population and economic growth is expected, and there is insufficient infrastructure for the needed transport.
 - Habitat Conservation: A diverse group of experts in environmental protection, land use, infrastructure, utilities, business and regulatory agencies are working to develop a regional approach to balancing habitat preservation and conservation with expected population and economic growth. Similar to the efforts undertaken through the water availability study, this group has compiled information about existing conservation efforts throughout the county and developed a set of policy and biological principles to guide future preservation and conservation of habitat for threatened and endangered species in a way that is beneficial for the health of the environment, the economy, and the citizens of the County. This group has identified necessary next steps to include a countywide conservation lands inventory and a habitat gap analysis.
4. Given concerns related to the current general plan, the County's organizational and operational priorities, regional collaborations and insights, and with overall direction from the Countywide Vision, the County began exploring the concept of developing a single comprehensive and integrated system to document land use planning and organizational governance policies and also serve as a repository for access to information of regional importance.

This "Countywide Plan" is envisioned to include the following components:

1. County Policy Plan: Updated and expanded general and community plans for the unincorporated areas along with policies related to the delivery of "countywide" regional services. The general plan goals and policies will recognize the diverse and distinct geographies, cultures, and community types that exist at the regional and sub-regional level. Similarly, the current system of community plans and policies will be replaced by one that acknowledges the unique history, character and values of each community. Finally, in order to fully understand and properly plan for future development and services, and in keeping with the Vision's "Complete County" concept, this component of the Countywide Plan will include goals and policies related to the various "municipal" and "regional" services the County provides to its residents.

2. County Business Plan: County governance policies and operational metrics that outline the County's approach to decision-making, communication, financial planning, reporting and monitoring systems, collaborations, partnerships, intergovernmental relations, and strategic planning. Existing systems such as the budget, operational goals and performance measures will be incorporated into this component of the Countywide Plan.
3. Regional Issues Forum: An on-line resource for sharing information and resources related to issues confronting the County as a whole. Regionally beneficial work products such as the water inventory and developable lands analysis referenced above would reside here.
4. Web-based Format: The entire Countywide Plan will be built and exist on the web network, rather than being a traditional paper product or a PDF version online. The Countywide Plan, by virtue of its content, will attract a broader audience and a web-based format will offer a richer, more user-friendly experience for the various audiences who will access the Plan. It will provide a wealth of information to the user, provide a high degree of transparency to how the County operates, allow independent research of County data and information, and link goals, policies and strategies together with tools to track and understand how well the County is achieving the Countywide Vision.

CONSULTANT SELECTION

In taking this unparalleled approach to governance, the County sought a highly motivated, extremely qualified Consultant Team to collaborate on developing this innovative system. The solicitation process for the Project began when LUS, after consultation with Purchasing, County Counsel, and the CAO, developed a Request for Qualifications (RFQ) (LUSD15-LUS-1246) for consulting services. The RFQ was approved by the Chief Executive Officer (CEO) and released on October 20, 2014. An evaluation team comprised of representatives from LUS, CAO, Finance and Administration, and Department of Public Works (DPW), evaluated the Statements of Qualifications (SOQs) and developed a short-list of the most qualified consultant teams. The short-listed firms were subsequently invited to respond to a Request for Proposal (RFP) released on January 16, 2015 (LUSD15-LUS-1328).

The evaluation team reviewed the consultant proposals, pursuant to County Policy 11-05 and invited two proposers to participate in interviews. A 20-member interview team led by the CEO and including representatives from Community Services, CAO, Finance and Administration, Economic Development, Human Services, Information Services, LUS, DPW, County Fire, Sheriff and Special Districts conducted interviews on March 4, 2015, and recommended PlaceWorks to complete the Project. Following this recommendation, LUS staff completed reference checks and initiated negotiations with PlaceWorks to refine the Project scope of work and the budget. The unsuccessful proposer was notified in writing of their right to protest the final recommendation and no protest was received.

The recommended contract contains all details of the proposed Project work program and budget of \$5,000,000, comprised of the following major components:

Plan-Setting and Web-based Framework	\$ 1,075,845
Countywide Outreach	339,239
Scenario Modeling and Land Use Planning	552,333
Countywide Plan Draft	886,154
Environmental Clearance	297,922

Technical Studies	719,212
Post-Adoption Plan and Training	292,867
Project Management	488,733
Reimbursable Expenses	<u>147,695</u>
Total Contract for Services	4,800,000
Project Contingency	<u>200,000</u>
Total Project Budget	\$ 5,000,000

PlaceWorks is the prime consultant managing the Project and will work on all Countywide Plan components and the environmental analysis. The PlaceWorks team includes several sub-consultants to perform specialized analysis and services as follows:

<u>Sub-Consultant</u>	<u>Service Area</u>
Socrata	Data management, web design
La Jolla Institute	Strategic advisor
TischlerBise	Economic and fiscal analysis
CBRE	Economic and real estate advisor
Tech Coast Consulting LLC	Economic analysis and strategy
ESRI	Geographic Information Systems (GIS) and related applications development
Calthorpe Analytics	GIS and scenario modeling
Presence	Web site design, interface with social media
Fehr and Peers	Transportation planning and engineering
Dudek	Environmental planning and infrastructure analysis
ICF Jones and Stokes	Air quality and climate change analysis
SWCA	Cultural, historic and environmental resource analysis

The following are brief descriptions of the major components of the Countywide Plan work program:

Plan-Setting and Framework

This work effort lays the foundation for developing the Countywide Plan. It includes establishing and collecting baseline data and information that will be used in analyzing issues, setting forth goals and policies, establishing indicators to track and report progress in achieving Countywide goals, and analyzing environmental impacts. It will provide a review and assessment of the County’s GIS mapping capability and its ability to support and enhance the Countywide Plan’s web-based platform. Finally, this work effort will create the user-focused, data-driven design of the actual web-based site for the Countywide Plan.

Countywide Outreach

This effort will run throughout all the other Project components, including community plan continuum, and culminate in the Project’s review and adoption by the Board. The outreach efforts will gather information from various sources (the Board, the public, stakeholders, public and private agencies, staff, etc.) through a wide range of outreach tools such as interviews, surveys, open houses, hearings and workshops. The prime consultant will work closely with the

consultants involved with development of the Community Plans system to reduce redundancy, optimize communication with the public, and coordinate recommended land use changes.

Scenario Modeling and Land Use Planning

This work effort is comprised of three major steps. First, the consultant team will develop a consistent set of baseline data and assumptions that will be fed into the Urban Footprint Scenario Model to produce a range of County growth scenarios and their associated impacts on infrastructure demand, revenue, service needs and costs, transportation and transit systems, and the environment. Second, possible land use changes underlying the community plan efforts will be incorporated into the in the modelling and impact analyses. Lastly, the consultant team will use the Scenario Model, along with its data elements, in the development of the PEIR.

Create Countywide Plan

This is the primary work product of the Countywide Plan. It is the content that will occupy the Countywide Plan's web-site and is comprised of three basic components: The **Policy Plan** (serving as the County's comprehensive general plan); the **County Business Plan** (serving to establish the integrated management system that defines and guides how the County government operates and manages itself); and the **Regional Issues Forum** (a web-based information resource center where the County will provide and receive information regarding shared Countywide issues, in furtherance of the Countywide Vision).

Environmental Clearance

A PEIR will be prepared and will comply with the California Environmental Quality Act (CEQA). The PEIR will analyze potential impacts of all the components of the Countywide Plan as well as the land use changes proposed by the Community Plan Continuum program. It will include all necessary and legal procedural requirements of CEQA including scoping meetings, preparation of the initial study, review of draft EIR and response to comments, preparation of findings and statement of overriding considerations if necessary, development of a mitigation monitoring program, and preparation of the Final PEIR and Notice of Determination.

Technical Studies

In order to set the baseline information and data needs for development of the Countywide Plan and PEIR, many technical studies will be performed by various consultants. Topics to be covered and analyzed under this work effort include transportation, air quality, health risks, biological resources, cultural and paleontological resources, social resources (open space and parks), fire hazards, storm water, utilities/infrastructure, noise, and greenhouse gas emissions.

Post-Adoption Plan and Training

For one year following adoption of the Countywide Plan (Plan), the consultant will provide training related to maintenance of the Plan and its components, as well as support and assistance with assimilating the Business Plan, Regional Issues Forum, and Policy Plan into the culture of County operations. They will also provide technical support and training for use of the Scenario Model, the fiscal analysis model, and for updating information and data contained on the website.

The work program described above is expected to take approximately 3 years to complete the Plan plus 1 additional year for training purposes. Key milestones to achieve during this timeframe include:

Project Kick-off	June 2015
Outreach – Internal Interviews	August - December 2015
Outreach – Community Workshops	October 2015 - November 2016
Outreach – Cities, Agencies, State, Federal	June 2015 - February 2017
Baseline Land Use Scenarios	February 2016
Web Design Mock-up Final	March 2016
Final Issues, Opportunities, Constraints Report	June 2016
County Policy Plan Final Draft	May 2017
Regional Issues Forum Launch Ready	June 2017
Draft PEIR	August 2017
County Business Plan Final Draft	January 2018
Countywide Plan Website Launch Ready	February 2018
Final PEIR	April 2018
Adoption of Countywide Plan and EIR	April 2018
Post-Implementation/Training	April 2018 – April 2019

LUS staff is confident that PlaceWorks’ proposed work program will accommodate the schedule for the forthcoming Community Plan Continuum contract and will provide sufficient time for staff to support the completion of the Project. Therefore, staff recommends approval of the proposed contract with PlaceWorks as the best way to accomplish the goals of the Countywide Plan and PEIR Project.

REVIEW BY OTHERS

This item has been reviewed by Purchasing (Leo Gomez, Supervising Buyer, 387-2063) on May 8, 2015; County Counsel (Bart Brizzee, Principal Assistant County Counsel, 387-5455) on May 11, 2015; Information Services (Jennifer Hilber, Chief Information Officer, 388-0529) on April 30, 2015; County Administrative Office (Dena Smith, Deputy Executive Officer, 387-5425) on April 30, 2015; Finance (Luther Snoke, Administrative Analyst, 387-4345) on May 5, 2015; County Finance and Administration (Mary Jane Olhasso, Assistant Executive Officer, 387-4599) on May 5, 2015.

ATTACHMENT C. BUDGET

PLACEWORKS

County of San Bernardino Web-based Countywide Plan and Program EIR

Budget Summary

Task Description	PRIME		CORE TEAM SUBCONSULTANTS						SUPPORT SUBCONSULTANTS										TOTAL SUBCONSULTANTS LABOR	TOTAL TASK BUDGET
	PlaceWorks Hours	PlaceWorks Labor Total	Socrata	Esri	Fehr & Peers	Calthorpe Analytics	Dudek	Core Subcons. Labor Total (incl. 5.5% mark-up)	Presence	La Jolla	Tischler Bise	Tech Coast Consulting	SWCA	ICF	CBRE	Civic Projects	Hongjoo Kim	Support Subcons. Labor Total (incl. 5.5% mark-up)		
COMPONENT 1. PROJECT MANAGEMENT																				
TASK 1.1 Project Management																				
1.1.1 Daily Project Management	856	\$ 158,590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.1.2 Project Guidance, Review, Tracking, and Reports	44	\$ 7,619	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.1.3 Coordination and Milestone Meetings	1,504	\$ 294,107	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1.1 Subtotal	2,404	\$ 460,316	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 1.2 Project Coordination																				
1.2.1 CPC & CO-PE Coordination	90	\$ 17,748	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.2.2 Other County and Countywide Projects	36	\$ 7,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1.2 Subtotal	126	\$ 24,847	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COMPONENT 2. PLAN SETTING AND FRAMEWORK																				
TASK 2.1 Design Approach																				
2.1.1 Design Approach	756	\$ 124,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,862	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,862	\$ 8,862
Task 2.1 Subtotal	756	\$ 124,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,862	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,862	\$ 8,862
TASK 2.2 Due Diligence																				
2.2.1 Environmental Setting and Existing Conditions	646	\$ 77,928	\$ -	\$ -	\$ 51,611	\$ -	\$ -	\$ -	\$ 51,611	\$ -	\$ -	\$ -	\$ 2,849	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,849	\$ 54,459
2.2.2 Countywide Vision Framework, and Job and Paradigm Statements	32	\$ 5,039	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,039
2.2.3 Issues Definition and Analysis	186	\$ 32,008	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,008
Task 2.2 Subtotal	864	\$ 114,974	\$ -	\$ -	\$ 51,611	\$ -	\$ -	\$ -	\$ 51,611	\$ -	\$ -	\$ -	\$ 2,849	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,849	\$ 54,459
TASK 2.3 Data Management																				
2.3.1 Review of Existing GIS Technology and Data Systems	46	\$ 7,946	\$ -	\$ 14,762	\$ -	\$ 7,913	\$ -	\$ 22,674	\$ 9,495	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,495	\$ 32,169
2.3.2 GIS Platform and Plan Support	1,086	\$ 152,816	\$ -	\$ 36,845	\$ -	\$ 37,031	\$ -	\$ 73,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,875
2.3.3 Database Management and Support	292	\$ 43,513	\$ -	\$ 7,917	\$ -	\$ -	\$ -	\$ 7,917	\$ 18,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,990	\$ 26,907
Task 2.3 Subtotal	1,424	\$ 204,275	\$ -	\$ 59,523	\$ -	\$ 44,943	\$ -	\$ 104,466	\$ 28,485	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,485	\$ 132,951
TASK 2.4 Web-based Platform																				
2.4.1 Purpose, Capacity, and Design	244	\$ 48,552	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,475	\$ 47,475
2.4.2 Technical Buildout	340	\$ 67,626	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,415	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,415	\$ 161,415
2.4.3 Website Content	484	\$ 74,358	\$ -	\$ -	\$ -	\$ 13,610	\$ -	\$ 13,610	\$ 14,243	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,243	\$ 27,852
Task 2.4 Subtotal	1,068	\$ 190,536	\$ -	\$ -	\$ -	\$ 13,610	\$ -	\$ 13,610	\$ 223,133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 223,133	\$ 236,742
COMPONENT 3. COUNTYWIDE OUTREACH																				
TASK 3.1 Internal Interviews																				
3.1.1 Internal Interviews	228	\$ 45,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,920
Task 3.1 Subtotal	228	\$ 45,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,920
TASK 3.2 Public Outreach																				
3.2.1 Digital Tools	304	\$ 37,312	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,312
3.2.2 Strategic Advisory Series	336	\$ 53,632	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,210	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,210	\$ 23,210
3.2.3 In-Person/Virtual Open Houses	472	\$ 61,649	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,649
3.2.4 Planning Commission/Board of Supervisors Study Session and Hearings	202	\$ 41,412	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,605	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,605	\$ 11,605
3.2.5 Participation in CPC Workshops	40	\$ 8,262	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,262
Task 3.2 Subtotal	1,354	\$ 202,266	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,815	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,815	\$ 34,815
TASK 3.3 Agency Outreach																				
3.3.1 Federal and State Agencies	68	\$ 13,138	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,138
3.3.2 SCAG/SANBAG/LAFCo	116	\$ 21,563	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,563
3.3.3 NGOs	12	\$ 2,366	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,366
3.3.4 Incorporated Cities	72	\$ 14,647	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,647
Task 3.3 Subtotal	268	\$ 51,714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,714

Note: This budget provides an estimate of time, cost, and staff for each task. The figures are subject to change and the actual cost charged per task/subtask may vary.

ATTACHMENT C. BUDGET

PLACEWORKS

County of San Bernardino Web-based Countywide Plan and Program EIR

Budget Summary

Task Description	PRIME		CORE TEAM SUBCONSULTANTS						SUPPORT SUBCONSULTANTS										TOTAL SUBCONSULTANTS LABOR	TOTAL TASK BUDGET
	PlaceWorks Hours	PlaceWorks Labor Total	Socrata	Esri	Fehr & Peers	Calthorpe Analytics	Dudek	Core Subcons. Labor Total (incl. 5.5% mark-up)	Presence	La Jolla	Tischler Bise	Tech Coast Consulting	SWCA	ICF	CBRE	Civic Projects	Hongjoo Kim	Support Subcons. Labor Total (incl. 5.5% mark-up)		
COMPONENT 4. SCENARIO MODELING AND LAND USE PLANNING																				
TASK 4.1 Baseline Model and Assumptions																				
4.1.1 Model Functionality, Role and Assumptions	140	\$ 24,602	\$ -	\$ -	\$ -	\$ 101,808	\$ -	\$ 101,808	\$ -	\$ 8,124	\$ 31,967	\$ 11,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,484	\$ 153,292	\$ 177,894
4.1.2 Model Current Plans through Growth Scenarios	90	\$ 15,504	\$ -	\$ -	\$ 37,178	\$ 54,069	\$ -	\$ 91,247	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,247	\$ 106,751
4.1.3 Distribute Results	52	\$ 9,139	\$ -	\$ -	\$ 69,166	\$ 34,815	\$ -	\$ 103,981	\$ -	\$ -	\$ 14,643	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,643	\$ 118,624	\$ 127,763
Task 4.1 Subtotal	282	\$ 49,246	\$ -	\$ -	\$ 106,344	\$ 190,691	\$ -	\$ 297,035	\$ -	\$ 8,124	\$ 46,610	\$ 11,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,127	\$ 363,163	\$ 412,408
TASK 4.2 CPC Input and Adjustment																				
4.2.1 CPC Template and Checklist	44	\$ 8,078	\$ -	\$ -	\$ -	\$ 12,027	\$ -	\$ 12,027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,027	\$ 20,105
4.2.2 CPC Input and Refinement	8	\$ 1,428	\$ -	\$ -	\$ -	\$ 24,001	\$ -	\$ 24,001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,001	\$ 25,429
4.2.3 Final CPC and Countywide Models	44	\$ 7,181	\$ -	\$ -	\$ -	\$ 37,980	\$ -	\$ 37,980	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,980	\$ 45,161
Task 4.2 Subtotal	96	\$ 16,687	\$ -	\$ -	\$ -	\$ 74,008	\$ -	\$ 74,008	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,008	\$ 90,695
TASK 4.3 CEQA Coordination																				
4.3.1 Existing Conditions	16	\$ 2,856	\$ -	\$ -	\$ -	\$ 6,383	\$ -	\$ 6,383	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,383	\$ 9,239
4.3.2 CEQA Preferred Project	12	\$ 2,142	\$ -	\$ -	\$ -	\$ 17,038	\$ -	\$ 17,038	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,038	\$ 19,180
4.3.3 CEQA Alternatives	14	\$ 2,611	\$ -	\$ -	\$ -	\$ 18,199	\$ -	\$ 18,199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,199	\$ 20,810
Task 4.3 Subtotal	42	\$ 7,609	\$ -	\$ -	\$ -	\$ 41,620	\$ -	\$ 41,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,620	\$ 49,229
COMPONENT 5. COUNTYWIDE PLAN																				
TASK 5.1 Writing Guide																				
5.1.1 Writing Guide	52	\$ 8,466	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,466
Task 5.1 Subtotal	52	\$ 8,466	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,466
TASK 5.2 County Policy Plan																				
5.2.1 Unincorporated County Comprehensive Plan (UCCP)	912	\$ 125,460	\$ -	\$ -	\$ 21,227	\$ -	\$ -	\$ 21,227	\$ -	\$ -	\$ 3,545	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,634	\$ 14,179	\$ 35,406	\$ 160,866
5.2.2 Regional Services Plan	1,208	\$ 174,420	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,634	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,634	\$ 10,634	\$ 185,054
Task 5.2 Subtotal	2,120	\$ 299,880	\$ -	\$ -	\$ 21,227	\$ -	\$ -	\$ 21,227	\$ -	\$ -	\$ 14,179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,634	\$ 24,814	\$ 46,040	\$ 345,920
TASK 5.3 County Business Plan																				
5.3.1 Management Policies and Governance Framework	152	\$ 29,294	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,321	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,321	\$ 2,321	\$ 31,615
5.3.2 Implementation Plan and Framework	140	\$ 27,642	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,642
5.3.3 Fiscal Analysis Model	60	\$ 12,158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,403	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,403	\$ 48,403	\$ 60,562
5.3.4 Tracking and Feedback	160	\$ 32,946	\$ 286,169	\$ -	\$ 15,635	\$ -	\$ -	\$ 301,804	\$ -	\$ -	\$ 15,952	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,952	\$ 317,755	\$ 350,701
5.3.5 Governance Element	40	\$ 7,793	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,741	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,741	\$ 1,741	\$ 9,534
Task 5.3 Subtotal	552	\$ 109,834	\$ 286,169	\$ -	\$ 15,635	\$ -	\$ -	\$ 301,804	\$ -	\$ 4,062	\$ 64,355	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,417	\$ 370,221	\$ 480,054
TASK 5.4 Regional Issues Forum																				
5.4.1 Regional Issues Forum	284	\$ 51,714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,714
Task 5.4 Subtotal	284	\$ 51,714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,714

Note: This budget provides an estimate of time, cost, and staff for each task. The figures are subject to change and the actual cost charged per task/subtask may vary.

ATTACHMENT C. BUDGET

PLACEWORKS

County of San Bernardino Web-based Countywide Plan and Program EIR

Budget Summary

Task Description	PRIME		CORE TEAM SUBCONSULTANTS						SUPPORT SUBCONSULTANTS										TOTAL SUBCON- SULTANTS LABOR	TOTAL TASK BUDGET
	PlaceWorks Hours	PlaceWorks Labor Total	Socrata	Esri	Fehr & Peers	Calthorpe Analytics	Dudek	Core Subcons. Labor Total (incl. 5.5% mark-up)	Presence	La Jolla	Tischler Bise	Tech Coast Consulting	SWCA	ICF	CBRE	Civic Projects	Hongjoo Kim	Support Subcons. Labor Total (incl. 5.5% mark- up)		
COMPONENT 6. ENVIRONMENTAL CLEARANCE																				
TASK 6.1 Organizational Meeting with County Staff																				
6.1.1 Organizational Meeting	16	\$ 3,376	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6.1 Subtotal	16	\$ 3,376	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 6.2 Project Scope - IS/NOP and Scoping Meeting																				
6.2.1 Initial Study/NOP	64	\$ 9,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.2.2 Scoping Meeting (up to 4 meetings, incl. meeting prep materials)	56	\$ 9,445	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6.2 Subtotal	120	\$ 18,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 6.3 Screencheck Draft PEIR																				
6.3.1 Screencheck Draft PEIR	916	\$ 132,039	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6.3 Subtotal	916	\$ 132,039	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 6.4 Draft EIR & 45-Day Public Review Period																				
6.4.1 Revisions to Screencheck Draft PEIR	136	\$ 21,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.4.2 Notice of Availability	8	\$ 816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6.4 Subtotal	144	\$ 21,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 6.5 FEIR																				
6.5.1 Response to Comments	140	\$ 20,176	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.5.2 Revisions to Draft FEIR	40	\$ 6,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6.5 Subtotal	180	\$ 26,826	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 6.6 FOF/SOC, MMRP, and NOD																				
6.6.1 FOF and SOC	56	\$ 7,976	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.6.2 Mitigation Monitoring and Reporting Program	10	\$ 1,265	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.6.3 Notice of Determination	8	\$ 816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6.6 Subtotal	74	\$ 10,057	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 6.7 EIR Project Management																				
6.7.1 EIR Project Management	168	\$ 37,699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6.7 Subtotal	168	\$ 37,699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 6.8 Environmental Meetings and Hearings																				
6.8.1 Environmental Meetings	180	\$ 36,475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.8.2 Public Hearings	60	\$ 10,955	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6.8 Subtotal	240	\$ 47,430	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Note: This budget provides an estimate of time, cost, and staff for each task. The figures are subject to change and the actual cost charged per task/subtask may vary.

ATTACHMENT C. BUDGET

PLACEWORKS

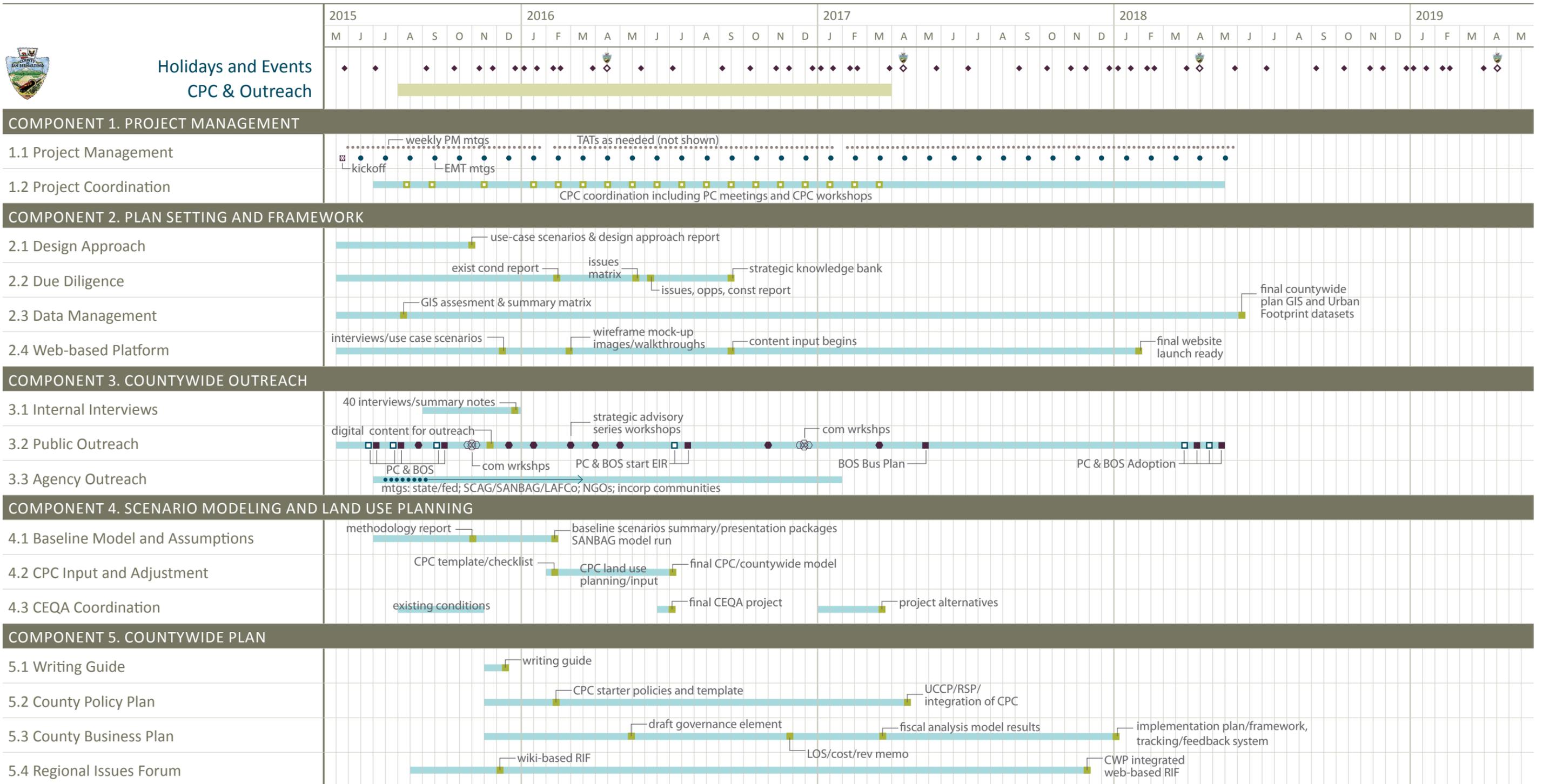
County of San Bernardino Web-based Countywide Plan and Program EIR

Budget Summary

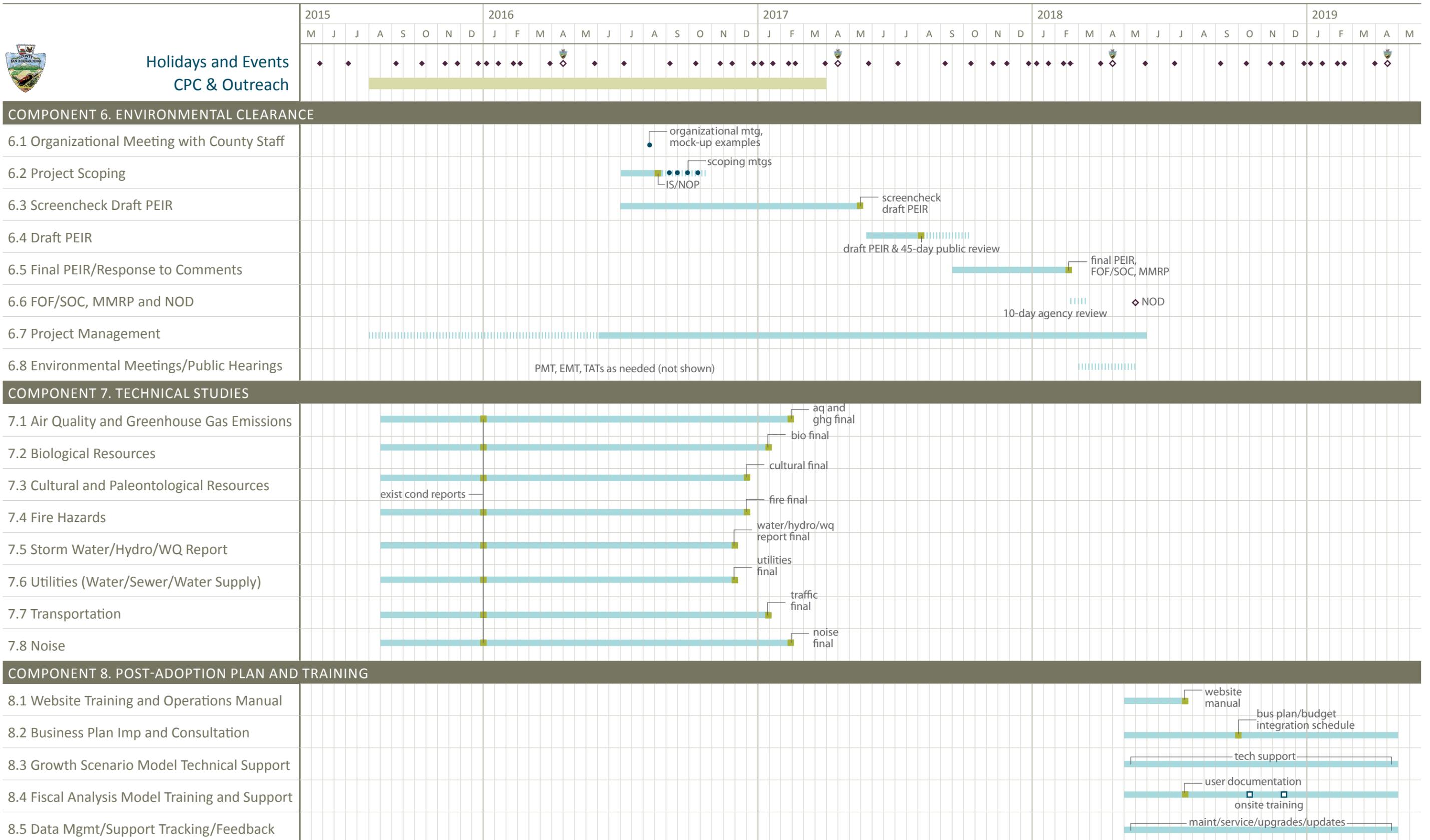
Task Description	PRIME		CORE TEAM SUBCONSULTANTS						SUPPORT SUBCONSULTANTS										TOTAL SUBCONSULTANTS LABOR	TOTAL TASK BUDGET							
	PlaceWorks Hours	PlaceWorks Labor Total	Socrata	Esri	Fehr & Peers	Calthorpe Analytics	Dudek	Core Subcons. Labor Total (incl. 5.5% mark-up)	Presence	La Jolla	Tischler Bise	Tech Coast Consulting	SWCA	ICF	CBRE	Civic Projects	Hongjoo Kim	Support Subcons. Labor Total (incl. 5.5% mark-up)									
COMPONENT 7 TECHNICAL STUDIES																											
TASK 7.1 Air Quality and Greenhouse Gas Emissions																											
7.1.2 Update "Baseline" Municipal and Community GHG Inventory	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,503	\$ -	\$ -	\$ -	\$ 36,503	\$ 36,503	\$ 36,503	
7.1.1 Air Quality and GHG Emissions Impact Analysis	286	\$ 37,679	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,679		
Task 7.1 Subtotal	286	\$ 37,679	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,503	\$ -	\$ -	\$ -	\$ 36,503	\$ 36,503	\$ 74,182	
TASK 7.2 Biological Resources																											
7.2 Biological Resources	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 211,844	\$ 211,844	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 211,844	\$ 211,844	
Task 7.2 Subtotal	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 211,844	\$ 211,844	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 211,844	\$ 211,844	
TASK 7.3 Cultural Resources																											
7.3 Cultural Resources	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,815	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,815	\$ 41,815	\$ 41,815	
Task 7.3 Subtotal	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,815	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,815	\$ 41,815	\$ 41,815	
TASK 7.4 Fire Hazards																											
7.4 Fire Hazards	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,550	\$ 10,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,550	\$ 10,550	
Task 7.4 Subtotal	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,550	\$ 10,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,550	\$ 10,550	
TASK 7.5 Storm Water, Hydrology, and Water Quality																											
7.5 Hydrology/Water Quality Management Plan	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,268	\$ 74,268	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,268	\$ 74,268	
Task 7.5 Subtotal	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,268	\$ 74,268	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,268	\$ 74,268	
TASK 7.6 Utilities - Water, Sewer, and Water Supply																											
7.6 Infrastructure	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,537	\$ 148,537	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,537	\$ 148,537	
Task 7.6 Subtotal	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,537	\$ 148,537	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,537	\$ 148,537	
TASK 7.7 Transportation																											
7.7 Transportation	-	\$ -	\$ -	\$ -	\$ 130,018	\$ -	\$ -	\$ -	\$ 130,018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,018	\$ 130,018	
Task 7.7 Subtotal	-	\$ -	\$ -	\$ -	\$ 130,018	\$ -	\$ -	\$ -	\$ 130,018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,018	\$ 130,018	
TASK 7.8 Noise																											
7.8 Noise	288	\$ 32,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,120	
Task 7.8 Subtotal	288	\$ 32,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,120	
COMPONENT 8 POST ADOPTION PLAN & TRAINING																											
TASK 8.1 Website Training and Operations Manual																											
8.1.1 Website Training & Operations Manual	230	\$ 37,689	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,689	
Task 8.1 Subtotal	230	\$ 37,689	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,689	
TASK 8.2 Business Plan Implementation and Consultation																											
8.2.1 Business Plan Implementation and Consultation	344	\$ 70,992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,992	
Task 8.2 Subtotal	344	\$ 70,992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,992	
TASK 8.3 Growth Scenario Model Technical Support																											
8.3.1 Growth Scenario Model Technical Support	20	\$ 3,978	\$ -	\$ -	\$ -	\$ 15,825	\$ -	\$ 15,825	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,825	\$ 19,803	
Task 8.3 Subtotal	20	\$ 3,978	\$ -	\$ -	\$ -	\$ 15,825	\$ -	\$ 15,825	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,825	\$ 19,803	
TASK 8.4 Fiscal Analysis Model Training and Support																											
8.4.1 Fiscal Analysis Model Training and Support	16	\$ 3,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,078	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,078	\$ 14,342	
Task 8.4 Subtotal	16	\$ 3,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,078	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,078	\$ 14,342	
TASK 8.5 Data Management and Support for Tracking and Feedback System																											
8.5.1 Data Management and Support for Tracking and Feedback System	44	\$ 8,935	\$ 141,106	\$ -	\$ -	\$ -	\$ -	\$ 141,106	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 141,106	\$ 150,041	
Task 8.5 Subtotal	44	\$ 8,935	\$ 141,106	\$ -	\$ -	\$ -	\$ -	\$ 141,106	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 141,106	\$ 150,041	
Labor Hours/Dollars Total	15,006	\$ 2,455,813	\$ 427,275	\$ 59,523	\$ 324,835	\$ 380,697	\$ 445,199	\$ 1,637,529	\$ 251,618	\$ 47,000	\$ 145,084	\$ 14,243	\$ 41,815	\$ 36,503	\$ -	\$ -	\$ 10,634	\$ 546,896	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,184,425	\$ 4,640,238		
Subconsultants Reimbursable Expenses			\$ -	\$ -	\$ 36,187	\$ 14,221	\$ 591	\$ 50,999	\$ -	\$ -	\$ 17,408	\$ 425	\$ 12,660	\$ -	\$ -	\$ -	\$ -	\$ 30,493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,492	\$ 81,492		
PlaceWorks Reimbursable Expenses																									\$ 78,270		
REIMBURSABLE EXPENSES TOTAL																									\$ 159,761		
2% of Labor for Office Expenses																										\$ 48,153	
GRAND TOTAL																										\$ 2,184,425	\$ 4,800,000

Note: This budget provides an estimate of time, cost, and staff for each task. The figures are subject to change and the actual cost charged per task/subtask may vary.

ATTACHMENT B. SAN BERNARDINO COUNTYWIDE PLAN | PROPOSED SCHEDULE



Factors that could impact the proposed schedule include: commencement of the Countywide Plan project; the start date and progress of the Community Plans Continuum; selection of a preferred land use alternative; additional requests for un-scoped activities; changes in key County staff; delays or deficiencies in the provision of data; or other unforeseen external events. PlaceWorks stands committed to delivering its product assignments in a timely manner and according to the agreed upon schedule. PlaceWorks also recognizes that delays may be required and we remain flexible to work with the County whenever necessary.



Factors that could impact the proposed schedule include: commencement of the Countywide Plan project; the start date and progress of the Community Plans Continuum; selection of a preferred land use alternative; additional requests for un-scoped activities; changes in key County staff; delays or deficiencies in the provision of data; or other unforeseen external events. PlaceWorks stands committed to delivering its product assignments in a timely manner and according to the agreed upon schedule. PlaceWorks also recognizes that delays may be required and we remain flexible to work with the County whenever necessary.

Attachment E

Ownership and Copyright Terms Specific to Subconsultants

TischlerBise

TischlerBise is owner of the customized computer program known as the Fiscal Impact Calculation System (hereinafter referred to as FISCALS) that is constructed for each individual client's needs.

TischlerBise is authorized to sublicense FISCALS for the use of the County.

The County is interested in becoming a sublicensee for FISCALS, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the parties agree as follows:

Subject to the condition precedent set forth in Paragraph 3 below, TischlerBise shall grant the County a non-exclusive and non-transferable perpetual license to use the computer program known as FISCALS. In conjunction with this license, TischlerBise shall provide to the County the following:

- a. Two licenses for the FISCALS model designed and developed for the County of San Bernardino.

TischlerBise shall correct errors or malfunctions in the FISCALS program that are brought to its attention in writing by the County. Written notification by the County shall specify the manner in which the FISCALS program does not perform fiscal impact analysis associated with the review of development projects. In the event that, after investigation, it is determined by TischlerBise that the reported error or malfunction was not caused by a defect in the FISCALS program, TischlerBise may charge the County at TischlerBise's regular daily rate for time spent by it in investigating the alleged error or malfunction.

All marketing and distribution rights in FISCALS are reserved by TischlerBise. TischlerBise authorizes the County to use FISCALS for its own normal activities and not for distribution to or use by others, provided that any such copy shall retain the same notice concerning the copyright by TischlerBise, Inc. with full rights for distribution held by TischlerBise. The County agrees not to provide or otherwise make available FISCALS in any form to any person other than personnel of the County. The County shall be exclusively responsible for the supervision, management and control of the use of FISCALS delivered pursuant to this Agreement. The County also agrees that it will take appropriate action, by instruction, agreement, or otherwise, with its employees, to satisfy its obligation under this Agreement with respect to use, copy, modification, protection and security of FISCALS. The County also agrees that only its employees and agents are specifically authorized to use FISCALS.

TischlerBise warrants that the FISCALS program was conceived and developed by TischlerBise and that the FISCALS program does not infringe any copyright, trade secret or trademark. TischlerBise also makes the following representations and warranties concerning the capabilities and performance of FISCALS:

- a. The program can provide a methodology that facilitates data gathering for conducting a fiscal impact analysis for the review of development projects.

TischlerBise makes no other representations or warranties concerning the performance of FISCALS. TischlerBise shall not be liable to the County or anyone claiming through the County in contract or in tort (including negligence).

TischlerBise shall not be liable for any loss, damage, detention, or delay resulting from causes beyond its reasonable control, or from fire, strike, or other concerted action of workmen, act or omission of any government authority or of the County, insurrection or riot, embargo, materials shortage, car wreck, or delay in transportation, or inability to obtain necessary labor, materials, or equipment from usual sources. In the event of delay in performance due to any such cause, the date of such performance shall be postponed by such length of time as may be reasonably necessary to compensate for the delay.

The County shall not, without the prior written consent of TischlerBise, assign or transfer this Agreement or permit the use of the FISCALS program or any materials furnished under this Agreement by any persons other than those in the County's direct employment and subject to its direct supervision.

The County acknowledges that the FISCALS program and proprietary rights to any materials supplied to the County by TischlerBise pursuant to this Agreement are, and at all times shall remain, the property of TischlerBise, and the County shall have no right, title or interest therein, except as expressly set forth in this Agreement. The County is authorized two (2) site licenses of the County of San Bernardino FISCALS model for use on its own computers. The County will keep a record of which of its computers the program resides. The County shall indemnify TischlerBise for any less in revenues resulting in the unauthorized use or reproduction of FISCALS.

The County shall not, without prior written consent of TischlerBise, assign or transfer this Agreement or permit the use of FISCALS or any materials furnished under this Agreement by any persons other than those in the County's direct employment and subject to its direct supervision.

The County agrees that any modification to the FISCALS program developed by the County with any advice or support by TischlerBise, or by TischlerBise for the County, whether or not reimbursed by the County and whether or not developed in conjunction with the County's employees or agents, shall be exclusive property of TischlerBise. The County further agrees that modified versions of the FISCALS program do not constitute a program different from the FISCALS program and, as such, fall under the terms and conditions of this Agreement.

This Agreement shall be governed by and construed under the laws of the State of California.

This is the entire Agreement between the parties with respect to the subject matter except for the contract entered in between TischlerBise and the County on _____. There are no other understandings, agreements, representations, or warranties, expressed or implied, respecting this Agreement and the services provided hereunder. This Agreement may be modified only by written amendment, signed by both parties.

ESRI and ICF International

Nothing herein shall be construed to restrict, impair or deprive Esri or ICF International of any of its rights or proprietary interest in technology or products that existed prior to and independent of the performance of Services or provision of materials under this Agreement. Excluding pre-existing computer programs, and related documentation, all documents, whether in printed or electronic form, including but not limited to data, products, graphics, computer programs, and reports prepared by the Contractor pursuant to this Agreement shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Agreement, subject to the requirements of Section VI, Paragraph A, 15 (Termination for Convenience). Unless otherwise directed by the County, Esri and ICF International may retain copies of such items.

Calthorpe Analytics

The County and PlaceWorks acknowledge that Calthorpe Analytics is the copyright and intellectual property rights holder of the UrbanFootprint software, and agree that nothing in this Agreement or the performance thereof shall cause the County or PlaceWorks to acquire ownership rights or copyright with respect to the UrbanFootprint software.

The UrbanFootprint web-based interface will be used to communicate and work with team members and the County during the CWP project. UrbanFootprint will be hosted on an Amazon EC2 cloud-based instance throughout the project period and will be maintained by Calthorpe Analytics. Once the project is complete (after go-live), the County will continue to have access to this instance of the UrbanFootprint model pursuant to a transfer of UF EC2 account (with the County financially responsible for the monthly cost of utilizing the EC2 instance. Calthorpe Analytics can provide hosting services and support for this ongoing use under a separate agreement.

Presence

Ownership of Documents

Presence assigns to the County and PlaceWorks all intellectual property (IP) to the services and deliverables arising out of the agreement. However, Presence owns the pre-existing IP it used in performance of the agreement. To the extent that any Presence pre-existing IP is incorporated or embedded in the deliverables provided to the County and PlaceWorks, Presence grants the County and PlaceWorks a royalty-free, irrevocable, worldwide, nonexclusive, perpetual license to use the IP.

Attachment D

Minimum Terms for SaaS Consultant

1. Subscriber is granted only a nonexclusive right to use and access the Socrata service (Service) up to the capacity purchased. The Service is provided by Socrata, Inc. (Socrata) through Consultant (Reseller) to Subscriber. Herein, Socrata and Reseller are referred to collectively as "Provider".
2. Subscriber is granted a limited, nonexclusive, non-sublicensable, non-transferable term license to access and use the Service and the online software applications made available by Provider, if any, for use by Subscriber with the Service (Site Applications), including the right to load, store and display Subscriber Content (defined below) on the Service.

Subscriber may not: operate or use the Service or the Site Applications on behalf of other entities or persons, other than as may be approved by Provider; modify or otherwise make any derivative uses of the Service or the Site Applications, or any portion thereof; or use of the Service or the Site Applications other than for their intended purposes.

Subscriber must use the Service and Site Applications in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws. Any use of the Service and the Site Applications other than as specifically authorized, without the prior written permission of Provider, is prohibited and may result in Provider terminating access.

3. Provider regularly upgrades and updates the Service and Site Applications. This means that the Services and Site Applications are continually evolving. Some of these changes will occur automatically, while others may require Subscriber to schedule and implement the changes. The changes may also mean that Subscriber needs to upgrade its equipment in order to make efficient use of the Services. Provider will provide Subscriber with advance notification in this case.
4. Subscriber must (i) maintain the security of Subscriber's password or key provided by Provider to access and load Subscriber Content on the Service; and (ii) accept all risks of unauthorized access to the Subscriber Content or other information Subscriber provides to Provider. Subscriber is responsible for all activity that occurs under Subscriber's account, and Subscriber should not share password with any third party. The Subscriber, using the Service user interface, will control access of users to private content.
5. Subscriber may not upload any content: (i) that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objection; (ii) that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; or (iii) that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party.
6. By posting any Subscriber Content, Subscriber represents and warrants to Provider: (i) that it has the lawful right to distribute and reproduce such Subscriber Content; (ii) that none of the Subscriber Content impersonates any person or entity or otherwise misrepresents Subscriber's affiliation with a person or entity; (iii) that none of the Subscriber Content is subject to any export control laws or regulations; (iv) that there are no unsolicited promotions, political campaigning, advertising or solicitations; (v) that the private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers is not provided or, with the prior written specific consent of Provider is provided with the authorization of such third party; (vi) there are no viruses, corrupted data or other harmful, disruptive or destructive files; and (vii) that the Subscriber Content that is not objectionable or which may expose Provider or the users to any harm or liability of any type.
7. During the term of this Agreement, Subscriber grants Provider and their affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display Subscriber Content (excluding the rights constituting publication for private Subscriber Content) on or in connection with the

Service, for the provision of Services or to provide services to users. Once Subscriber Content is provided, Provider and user have a limited ability to control or delete such content.

8. During the term of this Agreement, Subscriber grants Provider and their affiliates a nonexclusive, royalty-free, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display private Subscriber Content solely in connection with Provider's provision of Services to Subscriber.
9. Subscriber grants Provider and their affiliates and sublicensees the right to display and use Subscriber's name, trademark and/or logos provided by Subscriber (Subscriber Marks) in connection with the Subscriber Content and the Service. All goodwill associated with Provider's use of the Subscriber Marks will inure to the benefit of Subscriber and Provider will comply with Subscriber's Trademark guidelines.
10. Provider takes no responsibility and assumes no liability for any Subscriber Content or user content posted, stored or uploaded to the Services by Subscriber or any third party, or for any loss or damage thereto, nor is Provider liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity that Subscriber and its end users may encounter. Subscriber's reliance on any content that it obtains through use of the Service and the Site Applications is at Subscriber own risk. Although Provider has no obligation to screen, edit or monitor any of the Subscriber content or other non-Provider provided content posted on the Service, PROVIDER RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SERVICE OR UPLOADED TO THE SERVICE AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR TO REQUIRE SUBSCRIBER TO DO THE SAME, AND SUBSCRIBER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY SUBSCRIBER CONTENT POSTED OR STORED ON THE SERVICE AT SUBSCRIBER'S SOLE COST AND EXPENSE. Any use of the Service and the Site Applications in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of Subscriber's right to use the Service and the Site Applications.
11. THE SERVICE AND THE SITE APPLICATIONS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS WITHIN THE SERVICE. WHILE PROVIDER WILL ATTEMPT TO MAKE SUBSCRIBER'S ACCESS AND USE OF THE SERVICE AND SITE APPLICATIONS SAFE, PROVIDER CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE SITE APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT ARE OUTSIDE PROVIDER'S REASONABLE CONTROL.
12. Neither Reseller nor its suppliers are liable to the Subscriber for any indirect, consequential, incidental or special damages (including without limitation, lost profits and lost data, information or content) arising out of the use of the Service, regardless of the theory of liability (including negligence and strict liability).
13. The Service and Site Applications are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Service and Site Applications, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies.
14. Socrata, Inc. is an intended third party beneficiary of the contract between Reseller and the Subscriber.
15. *Subscriber Content* means any datasets, discussion forums, and other interactive areas, features or services which Subscriber creates, posts or stores or uploads to the Service, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that Subscriber has not designated as private.
16. Socrata's software-as-a-service (SaaS) licensing and delivery model is an annual subscription and hosted in the cloud. The SaaS approach also allows Socrata to include all the pieces needed for project success as opposed to pricing them out individually: software, training, implementation, expertise, marketing, site

template design, technical support and services, training, upgrades, etc. The hours shown for Socrata in Attachment C (Budget) are for the purposes of complying with the RFP format. The actual number of hours will vary and invoices will be submitted as a flat annual license and/or subscription fee with payment due annually in advance. All license or subscription fees paid in advance are non-refundable if this Agreement is terminated by Client prior to the end of the then-current subscription or license term for reasons other than an uncured breach by Socrata.

Attachment A. Scope of Work for the Web-based Countywide Plan & Program EIR

BACKGROUND

This scope of work addresses the creation of a Countywide Plan and accompanying Program Environmental Impact Report (PEIR). No ordinary general plan update, this project is ambitious yet very timely, given the increasing complexity of and constraints to local and regional governance. Accordingly, PlaceWorks brings a team of consultants with broad regional and national expertise to complement PlaceWorks' extensive in-house team of integrated professional experts.

A DESIGN APPROACH

Through the selection process, the County demonstrated a great deal of thought about how to use the Countywide Plan to manage its roles as regional and municipal service provider to work toward the vision of a Complete County. Building on this, PlaceWorks incorporates a design approach to the planning process for the Countywide Plan. Through a design approach, the PlaceWorks Team will collaborate with County staff and the ultimate users of the plan to define the needs the plan can and cannot effectively satisfy, outline the structure of the plan, and finalize the process that applies the PlaceWorks Team's expertise to craft the Countywide Plan.

TRUSTED LOCAL EXPERIENCE

San Bernardino is a large and diverse county. Successfully completing the plan envisioned by the County requires both experience and trust. This plan will not cover the unincorporated area alone. It will apply to all the residents, businesses, communities, organizations, and even wildlife in all 20,100 square miles of San Bernardino County. PlaceWorks has a long history of working with cities, developers, and organizations throughout the County, as well as with the County itself. PlaceWorks brings experience preparing multiple general plans and specific plans in small and large communities throughout the County for public agencies and private developers and property owners.

And from PlaceWorks' local office in Ontario, PlaceWorks collaborates with local organizations and agencies to foster healthy communities from the High Desert to the Valley. In the Countywide Vision planning process, PlaceWorks managed the engagement with planning and city management staff from each of the cities. Because this is a Countywide Plan and because it will require collaboration with cities, businesses, and organizations, PlaceWorks' trusted local experience brings added value to the Countywide Plan.

TEAM EXPERTISE

PlaceWorks assembled a team with the breadth of experience that is required to complete the Countywide Plan. Fehr & Peers brings their extensive experience with transportation planning in San Bernardino County, including their ongoing work with SANBAG. PlaceWorks often collaborates with Fehr & Peers because they are effective partners, not only in the environmental assessment of potential impacts but in the actual planning process before the PEIR even commences. Similarly, Dudek, well known for their work throughout the County, is a leading environmental and engineering firm with diverse expertise in water resources, infrastructure, and habitat planning.

Scenario modeling has proven itself to be a valuable tool to help identify and evaluate planning alternatives. PlaceWorks included California's leader in scenario modeling, Calthorpe Analytics, on the team. They are currently finalizing the planning scenario model for SCAG. For this project, they will be able to build on the work for SCAG to create a scenario model that is finely tuned to the realities of San Bernardino County. Because they will not be starting from scratch, the County's investment will generate a much more detailed and accurate model.

Fiscal modeling will be a foundation of the Countywide Plan, because a plan that cannot be paid for is a plan that does not get implemented. The team includes TischlerBise, the leading national experts on fiscal impact analysis, having completed over 700 fiscal analyses across the country. They will not only provide a realistic fiscal assessment of the plan, they will ensure that accurate fiscal assumptions are built into the scenario model.

The planning process for the Countywide Plan will collect and generate large amounts of data. Managing this data for effective governance is a key outcome for the project. Equally important, though, PlaceWorks envisions a plan that results in easy public access to the data, both during the planning process and over the long-term implementation of the plan. To ensure that the project meets these data objectives, the team includes Socrata and Redlands-based Esri. Socrata is the leading national firm assisting local, state, and federal governments in transforming their organizations and their work through open-source data and data-driven governance. Esri, Redlands-based makers of the standard-setting GIS software platform, is continually working to make GIS data more widely available online and more useful.

GETTING THE PROJECT DONE

At the end of the day, the best, most qualified team is only as good as the prime consultant managing the process. PlaceWorks has completed nearly 100 successful general plans. The following scope of work responds to the County's Request for Proposals (RFP) and reflects PlaceWorks' experience in working with local governments to create custom general plan products that are tailored to a client's unique needs. The Countywide Plan will be created through a

collaborative and modular approach, which identifies elements that are critical to the success of the project.

The scope of work is organized into eight components: 1) Project Management; 2) Plan Setting Framework; 3) Outreach; 4) Scenario Land Use Planning; 5) Countywide Plan; 6) Environmental Clearance; 7) Technical Studies; and 8) Post Adoption and Training. Although the bulk of work in each component may occur during different times of the overall project schedule and overlap with other components, PlaceWorks will need to begin each from day one. Not only will this allow the team to meet the estimated project schedule of 36 months (with an additional 12 months for implementation), but it will ensure that each component informs the other, resulting in products that are integrated in substance and format and accessible by all County stakeholders in a timely fashion.

PlaceWorks also understands that adjustments may need to be made to the scope of work as the project progresses. PlaceWorks is committed to working with the County whenever necessary to adjust the scope of work to ensure the project's success. Finally, assumptions regarding the two other key components of the County's overall work program—the Community Plans Continuum and Communication, Outreach, and Public Exchange Program—are included where appropriate.

DEFINED TERMS

For contract purposes, the following terms are defined to ensure the scope is understood by County staff and the consultant team. These terms may be refined in the guidance package following the start of the contract. Note that the letter case of term may vary from the examples cited below when included in a heading style that uses all caps or sentence case.

Community Plans Continuum or Community Plan. As a parallel effort, the County is establishing a continuum of community plan types to ensure that planning details, tools, and resources match local conditions and needs for specific unincorporated communities. At the highest level of the continuum, a Community Plan will contain land use and policy guidance; while at the lowest level, a plan may simply contain features such as a community overview, place-type guidance, and access to the community development toolkit. This effort is referred to as the Community Plans Continuum or CPC.

When the term “Community Plan” is used alone with the first letters capitalized, it may be referring to the entire continuum or only the highest level of community plans, as appropriate. When the term is presented in lower case, “community plan” refers to the general concept of community plans.

County Policy Plan. The County Policy Plan consists of both the Unincorporated County Comprehensive Plan (UCCP) and Regional Services Plan (RSP). The UCCP represents the traditional general plan content while the RSP will provide elements, goals, and policies for the County’s regional services role. The final County Policy Plan will ultimately include and incorporate the Community Plans, which will be prepared under a separate scope of work(s).

Countywide Plan. The Countywide Plan consists of the County Policy Plan, County Business Plan, and Regional Issues Forum. Unless explicitly indicated, and for the purposes of this scope of work, it does not refer to the two other key components of the County’s overall work program: the Community Plans Continuum and Communication, Outreach, and Public Exchange Program.

General Plan. When shown in lower case, the term “general plan” refers to the comprehensive, long-term plan for the physical development of a jurisdiction and contain mandatory elements specified as specified in Section 65300 et al of the California Government Code. It can also be interpreted as the UCCP portion of the County Policy Plan. When shown with the first letter capitalized, “General Plan”, then the term refers to the currently adopted 2007 General Plan for the County of San Bernardino.

Communication, Outreach, and Public Exchange. The County will establish a separate contract to address outreach standards, protocols, and branding, as well as digital outreach and engagement forum responsibilities for both the Countywide Plan and Community Plans Continuum, referred to as “Communication, Outreach, and Public Exchange” activities or consultant.

COMPONENT 1. PROJECT MANAGEMENT

PlaceWorks understands that managing this complex project requires the coordination of consultant teams, iterative conversations with County staff, dialog with other constituencies, and strategic alignment of interests. The Countywide Plan is clearly an ambitious and complex project—and one that has no precedents. To effectively lead such a groundbreaking effort will certainly require exceptional qualifications and experience working in the Inland Empire. Equally important is the approach to project management and coordination—across multiple disciplines, agencies, departments, and project responsibilities.

Through the years, PlaceWorks developed a vast portfolio of projects and honed similar project management experience for large complex planning efforts, such as:

- » **The Riverside County Integrated Project**, in which PlaceWorks managed the general plan and vision update, the completion and integration of 19 area plans, and a massive public outreach campaign that included all of the county’s incorporated and unincorporated communities.

- » **The Ontario Plan**, in which PlaceWorks developed and managed an integrated framework for the city’s vision, web-based general plan, general plan implementation program, and EIR.
- » **The Kennecott Strategic Plan**, in which PlaceWorks prepared a strategic plan for a 93,000-acre copper mine in Utah to allow community development to progress in a phased manner as mining operations wound down during the next 50 to 100 years.

To manage this effort, PlaceWorks has assigned five principals who have direct experience managing general plans and other related projects for the County and most of its communities. With 40 years of experience working for the public and private sector in the Inland Empire, PlaceWorks has an unparalleled reputation at local and regional levels for excellent planning and project management.

Finally, for the Countywide Plan to become a sustained success, collaboration is essential. Through collaborating with County staff, multiple disciplines, numerous constituencies, and others, the goal is not only to produce the “products,” but to set in motion a framework that can be implemented long after the adoption date. The following outlines the project management and coordination effort.

COMPONENT 1 DELIVERABLES

Task 1.1 Project Management

- » Project guidance document
- » Monthly invoicing and status reports
- » Project schedule, updated weekly and including the status of each task and deliverable, past and upcoming meeting dates, and key milestones
- » 1 overall kick-off meeting
- » 132 weekly in-person meetings with the project management team (*assumes 48 per year for the first three years, accounting for County and consultant team holidays and vacations; less 12 overall to account for 12 of the 36 meetings with TATs*)
- » 36 monthly in-person meetings with the EMT
- » 36 meetings with TATs (*12 in lieu of weekly PMT*)
- » Attendance and participation in annual State of the County events

Task 1.2 Project Coordination

- » None

TASK 1.1 PROJECT MANAGEMENT

1.1.1 Daily Project Management

Day-to-Day Management and Contact by PlaceWorks. PlaceWorks will serve as the primary consultant and point of contact, responsible for coordination with the County, local agencies, and all subconsultants, including those in charge of the Community Plan updates and public outreach. **Brian Judd** will serve as Principal-in-Charge and overall visionary leader, and **Colin Drukker** will serve as the day-to-day Project Manager. Brian and Colin will also serve as the points of contact for all communications with the County.

To assist in project management capacities at the top level, the Project Team also includes three seasoned principals responsible for different aspects of the Countywide Plan.

- » **JoAnn Hadfield**, Principal of Environmental Services and CEQA Project Manager
- » **Steve Gunnells**, Associate Principal and Chief Economist, leading economic, market, and fiscal efforts
- » **Dan Ancona**, Web Designer, leading overall web framework development/design
- » **Robert Kain**, GIS Manager, leading overall GIS framework and analysis
- » **Mark Hoffman**, Associate Principal and Senior Advisor on Public Health

Onsite Presence. As mentioned above, success in managing this complex project will require coordinating multiple interests in a highly fluid and dynamic environment. To facilitate the seamless flow of information and product accountability, there is no substitute for direct, frequent, and personal communication. Brian and Colin are committed to spending 1 to 2 days per week at County offices, enabling them to informally meet with County staff, outside-agency personnel, and the Project Management and Executive Management Teams, as needed.

Web-Based Tools. To enhance coordination and communication, PlaceWorks will also utilize web-based tools to allow County staff and all members of the consultant team to access and participate in the daily review and management of staff and deliverables, ensuring quality control and adherence to schedule and budget. PlaceWorks will work with the County to determine the most appropriate tools, and understands that, for the purposes of managing the Countywide Plan project, the County prefers not to use third-party servers for the transfer of files and wishes to avoid the use of apps installed on mobile devices. PlaceWorks is familiar with managing projects through a separate or companion website and tools (such as Kona, BaseCamp, Wrike, SharePoint, Lync, GoTo Meeting, and SmartSheet) that can be accessed 24-7 through a desktop computer or mobile device. However, the simplest option (which is sometimes the best) is to use the County's or PlaceWorks' FTP site for file transmission and version control.

Subconsultant Project Management. PlaceWorks has assembled a substantial team of experts to respond to the County’s needs. The majority of the work effort will be conducted by PlaceWorks and five other core team members (project managers also listed):

- » **Socrata**, Indicators/Website Design, Jonathan Kim
- » **Esri**, GIS Infrastructure, Jennifer Vaughan-Gibson
- » **Fehr & Peers**, Transportation, Chris Gray
- » **Calthorpe Analytics**, Scenario Modeling, Nick Wilson
- » **Dudek**, Biology/Infrastructure/Safety, Stephanie Standerfer

The balance of the PlaceWorks Team consists of subconsultants that focus on specific topics, support individual tasks, or attend key meetings to provide insight to the County. As explained under the Team Organization, they serve under the direction of and management of PlaceWorks staff.

PlaceWorks has experience leading large teams effectively through complex planning projects. PlaceWorks requires—at a minimum—quarterly status meetings with all subconsultant project managers and biweekly or monthly status meetings with subconsultants during periods of activity (County staff attendance optional). PlaceWorks will utilize the latest in online project management tools to more efficiently communicate; manage team members internally and externally; and identify tasks, responsibilities, deadlines, and materials.

Identification of Replacements. If Brian, Colin, or JoAnn is unable to complete the project for any reason, PlaceWorks will draw from a number of seasoned principals and project managers.

- » Woodie Tescher is available to replace Brian Judd. Woodie is a principal with over 30 years of experience in public and private sector planning and dozens of general plan updates for jurisdictions including San Diego County and the cities of Pasadena, Corona, and Sacramento.
- » Mark Hoffman is available to replace Colin Drukker. Mark has 20-plus years of experience in community planning for local governments, health agencies, and nonprofit organizations. His general plan experience includes the cities of Yucaipa, El Monte, Ontario, and Palm Springs.
- » Bill Halligan is available to replace JoAnn Hadfield as Environmental Project Manager. Bill offers over 20 years of experience in public/private sector planning. His experience includes general plan EIRs for Los Angeles County, Ontario, Anaheim, San Bernardino, and Palm Springs.

1.1.2 Project Guidance, Review, Tracking, and Reports

Project Guidance (Administrative Protocols) Document. PlaceWorks will prepare a Project Guidance Document to build a shared understanding of operations within the Countywide Plan and PEIR process. This document will provide practical administrative protocols for all members of the

County and consultant teams. A typical project guidance document includes the following elements.

- » **Introduction.** Identifying the overall project approach, objectives, and principles.
- » **Team Organization and Responsibilities.** Clearly stating the roles and responsibilities of each member of the consultant team and County staff.
- » **Communication Plan.** Outlining general procedures, administrative protocols, file naming conventions, review hierarchy and process, operating principles, press relations, and decision-making process.
- » **Scope of Work, Schedule, and Budget.** The original contract scope, as well as amendments and revisions, divided into component, task, and team member.

Review Formatting and Procedures. As stated in the RFP, many of the deliverables will be created and placed on a website, in a database, or in other electronic format. While this understandably creates some concern for an efficient review process, the majority of products will be delivered in Microsoft Word or Adobe Acrobat formats, which offer easily accessible tools to track comments, questions, and changes. The County's commitment to providing a consolidated set of comments, electronically, to the consultant team will facilitate efficient collection, analysis, and response to comments. PlaceWorks will use the project guidance document to coordinate deliverables subject to review by a Technical Advisory Team and/or the Executive Management Team, allowing for the review hierarchy and process stated in the RFP.

Tracking and Reporting. While the project guidance document will provide a periodic overview of the project budget and schedule, PlaceWorks will maintain a live schedule that is updated weekly and identifies the status of each task and deliverable, past and upcoming meeting dates, and key milestones for the duration of the project. This schedule will be provided in a Microsoft Project format. Overall summaries and status reports of the project and budget status will be provided monthly at meetings with the Project Management Team and Executive Management Team.

1.1.3 Coordination and Milestone Meetings

Project Management Team (PMT). PlaceWorks will coordinate with the County to determine the optimal schedule, but anticipate holding in-person project management meetings on each Wednesday for up to two hours, with agendas distributed at least a day in advance. The meetings will revolve around a live version of the schedule, progress on decision points and deliverables, new ideas, and tasks and responsibilities. Invoices will be submitted to and reviewed with the County's project manager on a monthly basis.

Executive Management Team (EMT). PlaceWorks will meet with the EMT in person on a monthly basis to discuss ongoing progress, receive overall guidance and direction, make key decisions, and provide draft documents for review and approval.

Technical Advisory Teams (TATs). The Countywide Plan and PEIR cover a broad range of topics, roles, and responsibilities. This scope of work assumes approximately 24 meetings with teams and committees related to information services/technology, datasets, and website interface and design. This scope of work assumes another 12 meetings with teams and committees related to other key topics, including but not limited to: infrastructure, regional services, economics and market demand, fiscal management, and safety. Twelve of these meetings are assumed to be in lieu of a PMT meeting.

Milestone Meetings. The following is an initial outline of meetings outside of general task activities and beyond those identified above that would take place at key parts of the project to inform and obtain input from decision makers, County staff, or other key stakeholders. The meetings are not shown in a sequential order and take place throughout the time period identified. Note that the budget and deliverables for meetings listed below with the Planning Commission and Board of Supervisors, PEIR Scoping Meetings, as well as additional information on meeting with the general public can be found in the Outreach Component.

Months 1 to 6

- » 1 Kick-off Meeting with County staff and consultant team
- » 2 Board of Supervisors briefings to 1) provide a concise overview of the project and obtain input for consideration in the growth scenarios, and 2) conduct a study session on user scenarios for Countywide Plan web framework
- » 2 Planning Commission briefings to 1) provide a concise overview of the project, present alongside the Community Plans Continuum (CPC) effort, and obtain input for consideration in the growth scenarios, and 2) conduct a study session on user scenarios for Countywide Plan web framework

Months 7 to 12

- » 1 Board of Supervisors briefing to present the preliminary results of the current plan and alternative growth scenarios
- » 1 Planning Commission briefing to present the preliminary results of the current plan and alternative growth scenarios
- » State of the County 2016, where the County can present an overview of the Countywide effort

Months 13 to 18

- » None

Months 19 to 24

- » 2 Board of Supervisors briefings to 1) present the final land use scenario results, and 2) conduct a study session to present the Business Plan framework
- » 1 Planning Commission briefing to present the final land use scenario results
- » EIR Scoping Meetings (up to 4)
- » State of the County 2017, where the County can present a summary of the preliminary results and progress

Months 24 to 36

- » Up to 2 Board of Supervisors hearings to adopt and certify the Countywide Plan/EIR
- » Up to 2 Planning Commission hearings to recommend adoption
- » State of the County 2018, where the County can present the final Countywide Web-Based Plan, Indicators, and Regional Issues Forum

TASK 1.2 PROJECT COORDINATION**1.2.1 CPC Coordination**

This task provides time for PlaceWorks' project manager and other staff to coordinate with the project managers of the CPC efforts on general scheduling and completion of key deliverables. Completing the Countywide Plan within three years will require all project managers to be continuously synchronized and to find opportunities for streamlining and dual-purpose efforts.

1.2.2 Other County and Countywide Projects

PlaceWorks and its team members will also work with County staff to coordinate with other County and countywide projects. The purpose of the coordination is to identify complementary or informative efforts, ensure consistency with the Countywide Plan, and create or bolster beneficial relationships. The following is an initial list of current and potential projects.

- » Development Impact Fee Study, Groundwater Management Plan, Greenhouse Gas Reduction Plan, Community Indicators, and Desert Renewable Energy Conservation Plan
- » SANBAG and SCAG RTP/SCS, SANBAG Safe Routes to School, and Omnitrans Short and Long Range Transit Plans
- » USDA Forest Service Strategic Plan, BLM California Desert District Plan Amendments for Mojave Desert, Airport Land Use Planning, Military Planning, Tribal Plans, Payment in Lieu of Taxes (PILT), and activities of grants and foundations

For many efforts, the County will simply want to be aware of or provide input into the plans. For some projects, such as the San Bernardino County Community Indicators Report, there may be an opportunity to fold such efforts into the Countywide Plan while it develops parallel indicators and

generates a web-based framework. Some activities, especially grants and foundations, represent opportunities to make the County more attractive and competitive for funding.

COMPONENT 2. PLAN SETTING AND FRAMEWORK

The County of San Bernardino has already made great strides toward laying the groundwork for a successful Countywide Plan. It has already established a long-term Countywide Vision, compiled an extensive wealth of GIS information, refined a Countywide development opportunities analysis, conducted a thorough analysis of the 2007 General Plan, and made substantial progress with the Renewable Energy and Conservation Element. Most importantly, the County has developed a unified interdepartmental team ready to move full speed ahead.

PlaceWorks' local knowledge and topical expertise will enable the consultant team to quickly match the speed of the County's team. In this component, PlaceWorks and its team members will collaborate with County staff and develop the foundational elements that will guide and underlay the overall effort: a comprehensive design approach, due diligence, data management, and the web-based platform.

COMPONENT 2 DELIVERABLES

Task 2.1 Design Approach

- » 10 use-case scenarios, as determined by County (*additional use-case scenarios can be provided dependent on the use of contingency budget*)
- » *Meetings with TATs and EMT are addressed in Component 1*
- » Design approach report, including: purpose, goals, methodology, technical requirements, and level of staff support and maintenance

Task 2.2 Due Diligence

- » Existing Conditions and Environmental Setting Report
- » Issues Matrix
- » Issues, Opportunities, and Constraints Report (including implications or "so what" aspect), informed by:
 - *Strategic Advisory Series workshops (addressed by Component 3)*
 - *Half-day debrief with TATs (addressed by Component 1)*
 - *Half-day meeting with EMT (addressed by Component 1)*
- » Strategic Knowledge Bank

Task 2.3 Data Management

- » GIS assessment summary and matrix
- » Final Countywide Plan GIS Datasets in Esri-compliant shapefile or geodatabase format

- » Final Countywide Plan feature datasets and/or map services in Esri ArcGIS Online compatible formats
- » Final UrbanFootprint scenario datasets and layers

Task 2.4 Web-based Platform

- » Communication principles and objectives (for the website, not just the design approach)
- » Meeting with ISD/TAT (*addressed in Component 1*)
- » Site requirements derived from interviews, group interviews, and focus groups
- » 5 use-case scenarios/personas, as determined by County (*additional use-case scenarios can be provided dependent on the use of contingency budget*)
- » Wireframe mock-up images of the site generally
- » Wireframe walkthroughs of specific site functionality
- » Visual design proofs for County staff evaluation and iterative design
- » An early demo of the database and CMS search and tagging functionality
- » A proof of concept of the view/filter/splice functionality
- » CMS-powered site with functionality for distributing draft content
- » Final Countywide Plan website ready for transition to the County hosting and administration
- » Integrations with GIS, Socrata open data, and Calthorpe scenarios
- » Possible options: visualizations, more external integrations, mobile tools

TASK 2.1 DESIGN APPROACH

Given the comprehensive nature of the Countywide Plan, the complexity of county government, and the scale of San Bernardino County in terms of area and population, the diversity of users is vast. Understanding how the myriad of stakeholders currently access information, what kinds of information they would like to access in the future, and how they use this information to make decisions is instrumental in designing an effective format and user experience.

An overall approach must be established from the beginning to guide the development, structure, and substance of the Countywide Plan. In this task, PlaceWorks will apply a design approach that is both user focused and database driven.

User Focused. A diverse set of users are anticipated to use the Countywide Plan. This includes community and County decision-makers and staff, other agencies and special districts, residents, large- and small-scale property owners, businesses, and non-profit organizations. PlaceWorks will employ a user-focused design approach to define the contents based on prioritized needs of stakeholders and other users. Although PlaceWorks will ensure the plan complies with state law,

the emphasis will be on creating content and information that people will use through tools that facilitate quick and easy access.

Database Driven. The web-based nature of the Countywide Plan opens up options to more effectively and efficiently structure and use the policy, business, and implementation plans. A database-driven design approach enables the contents to be tagged and used vertically and horizontally throughout the County’s institutions and geography. There is no need to restrict one set of policies to the land use section of the County Policy Plan when select policies could be applied to other topics, specific places, and multiple departments and agencies. The database-driven approach provides the capacity to view, filter, or splice the Countywide Plan based on user needs and interests. It may even be used to apply a temporal feature to draft or final/adopted features (e.g., tagging a draft policy so it is only available for review by County staff).

The database-driven approach, which may also be referred to as “structured data,” can be applied to multiple components of the Countywide Plan—goals, policies, implementation actions, indicators, etc. PlaceWorks will work with the County to identify the appropriate extent and application of the database-driven approach, keeping in mind short- and long-term maintenance requirements. Multiple discussions are expected to take place with the appropriate TATs, with a particular focus on coordinating with County staff from the Information Services Department.

Use-Case Scenarios. The Placeworks Team will develop a series of personas (typical user classes) and associated use-case scenarios to inform the design approach with the most thoughtful, informative, and inclusive input about priorities and processes. The resulting recommendations will enable the County to create a planning/management tool that extends beyond the planning department—vertically through the organization and horizontally to public agencies, private and not-for-profit entities, and the public. Use-case scenarios will be developed jointly with TATs and the EMT, and the results will be documented in a design approach report for use during the project.

Materials will also be generated (e.g., a questionnaire) so that each department has the opportunity to provide input, even if they are not able to participate in the development of the use-case scenarios. Some discussion is expected to take place during the internal interviews (see Task 3.1), which may be conducted by department or by topic.

TASK 2.2 DUE DILIGENCE

2.2.1 Environmental Setting and Existing Conditions

While much of the baseline work has been accomplished by previous efforts, including the 2007 General Plan, PEIR, and associated technical background reports, the PlaceWorks Team will still need to conduct a thorough assessment of existing conditions to fully support the Countywide

Plan effort and the PEIR. PlaceWorks will lead the effort and be supported by Fehr & Peers, Dudek, Calthorpe Analytics, and ICF. Topics may include, but are not limited to, land use conditions, social conditions, physical and economic infrastructure, and current plans and policies.

Land Use Conditions. Typically, one of the first major tasks in a general plan update effort is to update existing land use conditions. Over the last few years, PlaceWorks has been working closely with County staff to update GIS land use and other layers to identify development opportunities on vacant and underutilized land countywide. Thus, much of the groundwork has been completed. With respect to existing land uses specifically, the PlaceWorks Team assumes that minor adjustments will be made as part of the Countywide Plan and that additional “ground-truthing” will be completed during land use planning efforts associated with the Community Plans.

Social Conditions. Although the focus of general plans often revolves around physical planning, social conditions are equally important. The County must address a wide range of social issues—law enforcement, education, public health, social services, and other associated human development mandates. The Placeworks Team anticipates examining the County’s Community Health Improvement Plan, departmental strategic plans, Community Vital Signs project, and other sources of information to provide a concise profile of social conditions affecting the County’s residents.

Physical and Economic Infrastructure. The Placeworks Team will also provide comprehensive analysis of the physical and economic planning context, including traffic and circulation, underground utilities (water, sewer/septic, and drainage), the natural environment (biology, soils, air, greenhouse gas emissions, etc.), parks and recreation resources, and current economic and fiscal conditions and trends. Analysis conducted will support the scenario modeling and land use planning, Countywide Plan, PEIR, fiscal model, and tracking and feedback mechanisms. The Placeworks Team will utilize, to the maximum extent possible, recent or in-process studies, as provided by the County or other relevant agencies.

Current Plans and Policies. As indicated in the RFQ, the County has already completed an interdepartmental review of the 2007 General Plan (including subsequent amendments). Although this helps to streamline due diligence, PlaceWorks will nevertheless want to review this work to ensure that the PlaceWorks Team fully understands the nature and conclusions of the County’s analysis. The Placeworks Team will also evaluate the goals and policies for their consistency and alignment with the Countywide Vision elements and current County goals and objectives, identifying potential inconsistencies and policy gaps.

Finally, the PlaceWorks Team will review the Community Plans in light of their current format, how they will likely change as a result of the new “continuum,” and what types of information are

pertinent relative to County Policy Plan. This review, however, is not focused on policy substance as it relates to the respective communities; the assumption is that substantive Community Plan policy review will be conducted by the consultant teams assigned to those communities. Rather, the goal is to identify a clear framework to improve the relationship between potential countywide policies and the CPC effort. This will include review of the current General Plan, Community Plans, and Development Code and identification of recommendations for a new land use system—one that is easy to understand and provides desired flexibility to respond to unique circumstances or changing markets without diverging from the County’s long-term vision.

To truly understand the County’s planning context, the PlaceWorks Team will update existing conditions data for unincorporated areas and, when feasible, the incorporated areas. For example, Fehr & Peers will prepare high-level summaries of existing transportation conditions within the entirety of San Bernardino County. These summaries will serve as the baseline conditions should the County disclose impacts of incremental development on transportation facilities outside the unincorporated areas. For example, Caltrans may request data regarding future operations of I-15 with the implementation of the Countywide Plan, which would then be addressed in the PEIR.

Existing Conditions and Environmental Setting Reports. The results above and information collected through interviews in the Outreach Component of this scope of work will be documented, mapped, and provided as reference documents that can inform other components of the project. This product will be provided in a full version and a summarized or annotated version. The full version will consist of complete narratives, datasets, and maps suitable for incorporation in the scenario model and PEIR. This report may be organized according to the CEQA checklist or the four dimensions identified for the County Policy Plan. The report will also identify preliminary issues for examination in the next subtask.

2.2.2 Countywide Vision Framework / Job and Paradigm Statements

The PlaceWorks Team is intimately familiar with the Countywide visioning effort, as several key team members have been involved from its inception. The Countywide Vision statement (and accompanying regional goals and element priorities) and adopted Job and Paradigm statements represent significant achievements and will enable the County to expedite the overall project. Although these pieces are not solely applicable to or reliant upon County activities, PlaceWorks will maintain consistency with and use them as the umbrella framework and current collective view of the broader community’s future.

More specifically, they will guide the initial discussion of the issues definition and analysis. PlaceWorks and County staff will determine through this process which aspects are best left in the Countywide Vision and which will be incorporated into the Countywide Plan directly.

Fortunately, with a web-based plan, the County will benefit from linking its Countywide Plan to the active and evolving Countywide visioning effort, allowing connections to be made at multiple levels and adjusting as necessary.

The Countywide Vision serves as the municipal entity's vision and provides overall direction for the region, and each Community Plan will not have its own vision. Nevertheless, PlaceWorks will coordinate with the CPC effort to ensure that there is consistency with outcomes of scenario modeling and the Countywide Plan.

2.2.3 Issues Definition and Analysis

The Countywide visioning process and 2007 General Plan review identified a broad range of issues for the general plan update process. As a fast growing region, the County must determine where it directs and encourages investment in hard physical infrastructure (roads, sewer, water, and transportation) to connect disparate regions and provide essential services. Developing the economy and improving jobs are essential to increase personal and community wealth and generate tax revenues that stimulate community investments. As documented by the RWJF County Health Rankings, the County faces significant health challenges that present long-term fiscal, economic, and human development goals. Developing human capital through education, job training, and engagement are also essential. The Placeworks Team will build on previously identified issues and identify others for analysis during the general plan update.

Issues Matrix. PlaceWorks will begin by compiling the previously identified issues and information provided through internal interviews into a matrix so that County staff and others are able to explore topics in greater detail and learn from potential synergies. Among other elements, the matrix will include:

- » Key planning issues and any geographic variations
- » Key metrics or benchmarks defining the magnitude or severity of the issues
- » Agencies responsible for service provision, including public, quasi-public, and private
- » Potential fiscal, service, and legal constraints to addressing the issue

Addressing opportunities for improvement is equally challenging. The County, directly or indirectly, plays a significant municipal and regional role in providing services throughout dozens of county service areas, school districts, special districts, and incorporated communities. All of these entities tend to operate within professional silos, attempting to address challenges from within their professional expertise. Yet, because of the nature of public issues, no single organization, however innovative or powerful, can tackle a problem alone. The Placeworks Team has come to realize that large-scale social change (effective governance) desired by County executive leadership comes from better cross-sector coordination rather than from the isolated impact of individual

organizations. The key challenge is how to replace a traditional “isolated impact” model and marshal efforts in a way that furthers “collective impact.”

The issues matrix will be presented to appropriate TATs and the EMT for review and approval.

Strategic Advisory Series Workshops. After completing the issues matrix, PlaceWorks and La Jolla Institute will present the findings to stakeholders from the Strategic Advisory Series, as described in the Outreach Component. These groups will also have access to the Existing Conditions and Environmental Setting report in advance of the workshops.

Committee Meetings and Report Summary. PlaceWorks will debrief the day following the workshop with the TATs to discuss the result and draft discussion points and implications for review with the EMT. At the next scheduled monthly meeting, PlaceWorks will lead a half-day discussion with the EMT to finalize the key issues, opportunities, and constraints facing the County. The results will be summarized in an issues, opportunities, and constraints report organized by relevance to the Countywide Vision and Policy Plan element categories.

Strategic Knowledge Bank. Informed by the components above and the outreach program and baseline scenario modeling described in later components, the PlaceWorks Team will develop a Strategic Knowledge Bank that will memorialize all of the issues and opportunities gleaned throughout the effort. The knowledge bank will identify how issues are currently being addressed, provide links or references to relevant background information, and define how the Countywide Plan and its various components will respond to these issues. In the past, the PlaceWorks Team have used simple Excel spreadsheets, Word documents, or linked PDF files to house this information, but the PlaceWorks Team will work with the County to explore other formats to maximize the County’s web presence and keep County staff and stakeholders informed throughout the process.

This Strategic Knowledge Bank will not only serve as material for the County’s public project website, it will also start to create the foundation for the Regional Issues Forum.

TASK 2.3 DATA MANAGEMENT

2.3.1 Review of Existing GIS Technology

GIS technology and data systems play a central role in the Countywide Plan and long-term implementation. PlaceWorks, in conjunction with Esri, Calthorpe Analytics, and Socrata, will evaluate the County’s existing GIS platform and GIS data systems infrastructure to identify existing resources, datasets deficiencies, capabilities, weaknesses, and project needs. Special attention will be given to the review and assessment of the County’s web mapping platform and its ability to support the web-based platform and a series of interactive mapping applications.

A summary of findings and recommendations will be compiled into a matrix that identifies existing capabilities, potential shortcomings, best practice policies, recommended software and hardware optimizations, and data management and interagency data sharing protocols to better utilize its GIS technologies and data systems in support of the Countywide Plan and beyond.

2.3.2 GIS Platform and Plan Support

The focus of this task is to support all GIS activity related to the development of the Countywide Plan and the final implementation of the web-based platform. PlaceWorks will develop standards and protocols for the implementation of datasets and the creation of GIS layers compatibility across all of the platforms and technologies leveraged.

PlaceWorks believes that GIS technologies will be instrumental in the development of the Countywide Plan and the web-based platform. Accordingly, the PlaceWorks Team includes Esri, a San Bernardino based company headquartered in the City of Redlands and a GIS industry leader and pioneer in the field of web-based mapping platforms.

PlaceWorks and Esri will support the project team on all aspects of the Countywide Plan related to the development of static maps and datasets as well as the implementation of interactive GIS mapping technologies on a web-based platform. This work will be conducted primarily through general analysis and base mapping, as well as scenario modeling.

Analysis and Base Mapping. PlaceWorks will perform GIS-based mapping and analysis of existing conditions and potential outcomes in support of the Countywide Plan and PEIR. PlaceWorks and Esri will also support the web-based platform and its interactive mapping capabilities. Datasets will be drawn from the County as well as local, regional, state, and federal agencies. Data used in the project will be verified for accuracy and quality; where deficiencies exist, the project team will coordinate with the appropriate agency to correct and/or supplement the datasets. Data created and used for the project will be provided to the County at the end of the project in the agreed-upon GIS format (shapefile and/or geodatabase). Additionally, the datasets will be formatted for integration into the interactive mapping platform and, to the extent feasible and desired, into the tracking and feedback mechanisms.

Scenario Modeling. PlaceWorks and Esri will assist Calthorpe Analytics in the preparation and formatting of datasets for use with the UrbanFootprint model. County datasets will be identified and reviewed to ensure compatibility and data integrity in preparation for the model's setup and deployment. The Placeworks Team will also conduct a comprehensive review of SCAG and other regional datasets in comparison to local and County datasets to ensure accuracy and relevancy. PlaceWorks will develop a plan to update and refine the datasets prior to incorporation into the model. This task will also include the designation of plan and scenario horizon years and

compatibility with the 2020, 2035, and 2040 (or potentially 2050) target years and the SCAG 2016 RTP/SCS currently under development. The scope of work assumes that the PlaceWorks Team will focus on a single horizon year—the year most closely matching the horizon year used in other regional models.

PlaceWorks, with support from Esri and Calthorpe Analytics, will design and implement a web-based scenario reporting framework that will effectively link scenario and analytical data to the web-based plan and related outreach efforts. The reporting interface will operate independently of the main UrbanFootprint software and will include compelling, easy-to-understand charts and graphics that can be viewed and utilized by the consulting team, client, and public.

2.3.3 Database Management and Support

As previously stated in the Design Approach, the web-based nature of the Countywide Plan requires a database-driven approach. Special care and focus will be taken to ensure that the project database is formatted correctly and all datasets used for and during the project are compatible. PlaceWorks will provide oversight and management of the database and work closely with Socrata, Calthorpe Analytics, and Esri to ensure data integrity and compatibility across the web-based platform and all supporting technologies.

This task also includes Calthorpe Analytics activities involving the setup and maintenance of the overall system as well as local and cloud servers for the UrbanFootprint system. Calthorpe Analytics will provide access for the broader consulting team and client to the UrbanFootprint system for viewing data and analysis throughout the project.

TASK 2.4 WEB-BASED PLATFORM

Having pioneered the web-based general plan, PlaceWorks is excited to collaborate with the County on a Countywide Plan that is built for and on the web. The PlaceWorks Team shares the County's goal of further pushing the envelope and maximizing the interactivity, capabilities, and simplicity of a web-based plan throughout its creation, future use, and implementation.

PlaceWorks will provide technical management and implementation for the life cycle of the Countywide Plan website and online tools. PlaceWorks staff will be focused on technical implementation and buildout, and collaborate most heavily with Presence during the design task, with support from Presence during the technical buildout phase as well. PlaceWorks will also coordinate with Socrata, Calthorpe Analytics, and Esri in this task and other components to ensure the integration and user interface on data systems is considered in the overall web-based platform, and to tap into the team's collective knowledge and experience working with web-based planning, database systems, and user interface. PlaceWorks envisions the development of the platform will happen in three subtasks, as described below.

2.4.1 Purpose, Capacity, and Design

To create a user-friendly, informative, and effective web-based plan that meets or exceeds the County's objectives, it will be essential to refine and confirm the overall purpose of the Countywide Plan and web-based approach, the institutional capacity, and user requirements. Much of this will dovetail with work conducted in Tasks 2.1 and 2.3, but some additional work must be done to specifically inform the design of the web-based platform.

The ultimate process of developing the web-based framework will depend on the County's selection of tools and functions. However, the following list shows a conceptual process of how the PlaceWorks Team will work with County staff:

- » **Meet with ISD Staff.** Alongside efforts in Task 2.3, PlaceWorks will conduct a SWOT analysis of County websites, resources, capabilities, and capacity for execution of various potential plan components (e.g., website, applications, dashboards, etc.) and to potentially identify gaps.
- » **Identify Users of Various Plan Components.** The PlaceWorks Team will work with County staff to define intended users of the plan and preliminarily identify how different users may access the different components of the plan. The PlaceWorks Team will develop a second round of personas (typical user classes) and use-case scenarios focused specifically on user interface and the web-based platform. The team will present the menu of components and ideas for next steps through text and diagrams.
- » **Identify Special Needs Requirements.** The PlaceWorks Team will explore with staff the various options available to the County to respond to special design needs for the elderly or handicapped populations. This scope of work assumes, based on County staff direction, that translation of text into non-English languages is not required.
- » **Address Strategic Advisory Series to Refine Requirements.** As part of the Outreach Component, the team will use the Strategic Advisory Series to better understand participants' information needs and preferences for accessing or receiving information.

Develop Site User Experience (UX) and Wireframes. Presence and PlaceWorks staff will draw on their experience with designing consumer projects and lean and agile methodologies to build a site that meets users' needs effectively and as simply and clearly as possible. This task will involve building mock-ups of the overall site and matching its use to the user scenarios. This will also include matching the overall branding developed through the outreach effort (the team will need materials such as logos, colors, legal disclaimers, etc.).

2.4.2 Technical Buildout

During the latter part of the purpose, capacity, and design process, PlaceWorks will begin the technical buildout to assist in making decisions and starting the development of the full web framework.

- » **Visual Design Implementation.** Presence will have primary responsibility for designing a look and feel for the site that reflects the use-case scenarios.
- » **Framework and Tools Evaluation.** Presence and PlaceWorks will collaborate with the County to select database, content management systems (CMS), and web frameworks based on ease of ongoing maintenance, price, support availability, flexibility, and simplicity. Standardized and widely adopted open source platforms will be used whenever possible.
- » **Database Approach.** The web framework will combine a database approach and static pages, providing the capacity to aggregate and filter the Countywide Plan, including business plan and indicators, based on user needs and interests.
- » **Integration with Other Components.** A large component of this work will be the integration of the multiple components involved, including scenario analysis, GIS, open and restricted datasets, and indicators. This integration will occur through static linking where necessary or via the integration of live data feed connections via a customized set of routines, protocols, and tools (also referred to as an API or application programming interface) where possible. At either level of integration, the County's GIS datasets, Socrata indicators, and Calthorpe Analytics models will be included in and accessible through the site's database design—for example, live indicators regarding health outcomes would be visible on the page describing both the healthy communities element and the long-term objectives of the plan.
- » **Optional Tools and Solutions.** Although not included in the initial budget for this scope of work, the PlaceWorks Team can provide other technical solutions, such as more advanced visualization tools, integration of other existing County systems and data sources, and the development of mobile apps. The provision of such solutions will be dependent on need as determined by County staff, overall project timing, and allocation of the contingency budget.

2.4.3 Website Content

The budget for and development of website content will overlap with work conducted in other components (most notably the Countywide Plan in Component 5). With the exception of the PEIR and technical studies, the style and approach of developing content will be geared toward the eventual publishing on a web platform. PlaceWorks and Presence will design tools to make this process as simple, secure, and flexible as possible.

Additionally, the County may opt to draft content onto the working draft website and to conduct the internal County staff review process directly within the web platform. A benefit of this option is that it would familiarize County staff with the web framework early in the process and generate greater use and buy-in.

Note that while a web-based approach allows the plan to be flexible and responsive and the County seeks to promote the web-based version as the primary version, the PlaceWorks Team recognizes that the County will need and many may want the ability to simply and easily download or print out a complete copy of the County Policy Plan. Fortunately, the same qualities that make a database-driven approach so flexible and responsive are the same that will allow the plan's website to generate a simple or standard report based, yielding a concise PDF, mobile-friendly, or text-based version (for special needs or translation) of the County Policy Plan. The County may also choose to provide a direct link on the website.

COMPONENT 3. COUNTYWIDE OUTREACH

This phase will implement a focused outreach and partnership program for the Countywide Plan that will run throughout all the other project phases to gather information and promote and build consensus for the overall program. It is essential to understand that the outreach scope is very flexible at this point. The PlaceWorks Team will work closely with staff and the eventual outreach consultant to refine the optimal work program.

PlaceWorks' assumption for outreach is that it is primarily focused on soliciting input about the components of the Countywide Plan, not including the Community Plans. Since the County has already solicited significant public input on the Countywide Vision and because most residents will likely be more interested in the development of the Community Plans, the PlaceWorks Team does not anticipate widespread community workshops in support of the other components of the Countywide Plan. That being said, the team will still need to undertake significant but focused public outreach to create a plan and process that are trusted and effective.

To leverage information and reduce redundancy (and potential confusion by the public) with the parallel effort of the CPC, PlaceWorks will coordinate closely with the County and its Communication, Outreach, and Public Exchange consultant. Scope and budget for coordination is included in Component 1, Project Management.

COMPONENT 3 DELIVERABLES

Task 3.1 Internal Interviews

- » 40 interviews and summary notes

Task 3.2 Public Outreach

- » Applicable digital content for outreach distribution
- » 8 Strategic Advisory Series workshops, including meeting materials (hard copy and digital) and overall summary notes
- » 8 Community workshops, including meeting materials (hard copy and digital), overall summary notes, and coordination with CPC and Community Outreach and Public Exchange consultants for making workshops accessible online (live and delayed)
- » 6 Planning Commission briefings, study sessions, and hearings
- » 7 Board of Supervisors briefings, study sessions, and hearings
- » Attendance at 6 CPC workshops

Task 3.3 Agency Outreach

- » 5 informal, issue-based workshops with state and federal agencies
- » 10 meetings with SCAG and SANBAG
- » 2 meetings with LAFCo
- » *Meetings with NGOs are covered in Strategic Advisory Series workshops in Task 3.2*
- » Meetings with incorporated communities (those with unincorporated SOIs) over 4 days
- » Summary notes for each meeting

TASK 3.1 INTERNAL INTERVIEWS

Successful projects engage decision makers at the outset of the work program. The PlaceWorks Team will conduct individual interviews with each member of the Board of Supervisors as well as the CEO and various departmental/agency heads to review the overall work program and help identify issues, opportunities, constraints, and areas of particular emphasis or priority in the Countywide Plan.

Given the complexity and scale of the County organization, the PlaceWorks Team will hold up to 40 interviews over the course of 2 to 3 weeks. The PlaceWorks Team anticipates interviewing key members of the County, such as board member and department heads. Individual divisions could be grouped with their respective departments, as determined by the Project Management Team (PMT). Approximately 10 to 12 interviews have been allocated for focused interviews with individual divisions, if deemed appropriate. PlaceWorks will document the results of these interviews for review by the PMT.

TASK 3.2 PUBLIC OUTREACH

3.2.1 Digital Tools

As stated in the RFP, the Communication, Outreach, and Public Exchange consultant contract will include digital outreach responsibilities for both the Countywide Plan and CPC. The approach for this task is to provide content from this overall scope of work in a form ready for rapid deployment to the outreach site. The Placeworks Team anticipates a broad range of digital media being used to support the Countywide Plan effort, including: an overall project website, social media, electronic surveying, and an email database, among others. The Placeworks Team will develop content, such as draft documents, maps, surveys, and schedules, to be delivered through these various tools via the Communication, Outreach, and Public Exchange consultant.

Additional public input could also be solicited through the Countywide Plan website itself. Depending on the user requirements established for the website, the PlaceWorks Team can design public comment and response features alongside draft plan content that could be enabled at County discretion. Scope and budget for this approach is in Component 2, Plan Setting and Framework.

3.2.2 Strategic Advisory Series

This task is designed to leverage and build upon the Countywide Vision and the framework of its Element Working Groups. While each has a vision and priorities established, the PlaceWorks Team needs to correlate their direction with Countywide Plan goals and policies and the Regional Issues Forum, and ultimately define their respective and collective roles in the implementation of the plan. To do so, the PlaceWorks Team will host a Strategic Advisor Series of half-day workshops involving County staff, key leadership members of the Countywide Vision Element Working Groups, and other sources such as special districts, school districts, nongovernmental organizations, and experts from outside the region who can share new insights on current issues and best practices from around the country.

To avoid repeating the work that has already been completed by the groups, PlaceWorks will assemble meeting kits for each workshop that clearly articulate the status of each of the groups, summaries of existing conditions and issues as they relate to the element topic, and an agenda for eliciting guidance for the Countywide Plan and next steps for the groups. These kits will be provided in advance of a workshop to ensure attention can focus on San Bernardino County. Each workshop will be facilitated by The La Jolla Institute, providing continuity from previous working group efforts, and supported by the PlaceWorks Team. PlaceWorks will prepare presentation materials and document meeting results.

3.2.3 In-Person/Virtual Open Houses

As stated above, the PlaceWorks Team anticipates that the majority of public workshops with the communities will occur during the CPC effort. Residents are typically more interested in land use decisions and policies that affect their local community and neighborhoods. That being said, there is still critical information the PlaceWorks Team wants to share with the public at various milestones of the project, and the team wants to provide opportunities for the public to interface with the project team (County staff and consultants). The goal here is to provide opportunities for in-person workshops in each subregion of the County and, at the same time, offer alternative digital formats for participation by those who cannot attend in person.

For purposes of this scope of work, the PlaceWorks Team recommends two rounds of public workshops—one in each of four geographic regions (Valley, Mountain, Victor Valley, Morongo Basin)—for review of regional growth scenarios and the draft policy plan documents. Note that the scope of work assumes that Needles and other outlying desert areas are addressed by virtual open houses and in-person meetings in either the Victor Valley or Morongo Basin areas.

It is important to remember that these will be in addition to the Community Plan workshops that residents will be asked to participate in, the various opportunities for input at Planning Commission and Board of Supervisors study sessions and hearings, and the various surveys they will be asked to respond to through the website created by the Communication, Outreach, and Public Exchange consultant.

3.2.4 Planning Commission/Board of Supervisors Briefings, Study Sessions, and Hearings

To ensure successful adoption of the Countywide Plan and its various components, it will be essential to keep the Planning Commission and Board of Supervisors informed throughout the process and to get appropriate recommendations and direction from them at key milestones. Therefore, the PlaceWorks Team will meet with them for the following purposes:

- » Provide an overview of the overall work program and growth scenario model (briefing with each)
- » Provide results of “current plan” growth scenarios baseline; identify “user” requirements for web-based plan (study session with each)
- » Provide results of “alternative plans” growth scenarios, reflecting draft Community Plans (joint briefing)
- » Receive direction on preferred land use plan for CEQA analysis (briefing with each)
- » Provide an overview of business plan framework (Board of Supervisors only)
- » Countywide adoption hearings (up to 2 hearings each; 4 total)

Scope and budget for this task assume that PlaceWorks will be responsible for the preparation of presentation materials and hard copy and digital versions of products to be adopted or certified, as described in other components.

3.2.5 Participation in CPC Workshops

During the CPC planning process, PlaceWorks assumes that the public will have ample opportunity to provide input on their respective Community Plan, including its land use plan, goals, and policies. In order to provide appropriate planning context and ensure that the public understands that their local Community Plan is part of a larger planning framework and Countywide Vision, the PlaceWorks Team should be represented at initial meetings for the community planning efforts. Until a scope of work and schedule is determined for the CPC process, it is difficult to determine what role PlaceWorks would play (and to what extent). For purposes of this scope of work and budget, however, PlaceWorks assumes attendance of the principal-in-charge or project manager at up to 6 workshops in support of the CPC effort.

TASK 3.3 AGENCY OUTREACH

3.3.1 Federal and State Agencies

Given the predominance of federal and state ownership of lands in San Bernardino County, the services provided by their various agencies, and state-mandated requirements for general plan review, the PlaceWorks Team recommends substantial coordination with a number of these agencies in the preparation of the Countywide Plan and PEIR. Agencies could include but are not limited to:

- » US Forest Service
- » Federal Energy Regulatory Commission
- » US Department of Health and Human Services
- » Federal Emergency Management Agency
- » Bureau of Land Management
- » US Fish and Wildlife Service
- » National Park Service
- » US Department of Transportation
- » US Bureau of Land Reclamation
- » US Army Corps of Engineers
- » CA Air Resources Board
- » CA Department of Forestry and Fire Protection
- » CA Office of Planning and Research

- » Caltrans
- » CA Department of Conservation
- » CA Emergency Management Agency
- » CA Energy Commission
- » CA Department of Fish and Wildlife
- » CA Health and Human Services Agency
- » CA Housing and Community Development
- » CA Natural Resources Agency
- » CA State Parks
- » CA Department of Water Resources

The vast majority of coordination with these agencies would occur via telephone conversations and would be covered by the other tasks of the scope of work, particularly in the preparation of existing conditions, plan documents, and the PEIR. The scope for this task, however, would cover additional in-person meetings as dictated by the ultimate priorities of this project. PlaceWorks will work with the County to organize up to five informal, issue-based workshops that encourage state and federal agencies to explore how their goals and plans could benefit the County. PlaceWorks will pay special attention to those that interact directly with County services or play an instrumental role in land use planning.

3.3.2 SCAG/SANBAG/LAFCo

Given the Countywide nature of this project and the use of regional growth and transportation models, close coordination with regional agencies such as SCAG and SANBAG will be critical. PlaceWorks will meet with these agencies and their various committees to solicit input on the development and refinement of the various models supporting this effort, countywide and regional issues that will be addressed by the policy plan or Regional Issues Forum, and strategies for future implementation and partnerships.

The scope of work assumes attendance at up to 10 meetings with SCAG and SANBAG, including SANBAG's City/County Manager's Technical Advisory Committee and the Planning and Development Technical Forum.

Additionally, between now and the ultimate time horizon for the Countywide Plan, the County and its incorporated communities will likely witness a number of annexations; changes to spheres of influence; and the creation, merging, or dissolution of special districts. It will be essential to coordinate with San Bernardino LAFCo, including existing and pending municipal service reviews. PlaceWorks proposes meeting with LAFCo at two junctures: 1) early on, to provide an overview of

the project with particular focus on the growth scenario model and land use planning process; and 2) to share the preferred land use alternative and policy issues related to LAFCo’s mission.

3.3.3 NGOs

Nongovernmental organizations (NGOs) will play a crucial role in implementing the Countywide Plan. Such organizations often represent the “boots on the ground” and can provide the greatest insight on opportunities, challenges, resources, and future action. PlaceWorks will coordinate with the County to identify key NGO representatives for inclusion in the Strategic Advisory Meetings. NGOs include organizations that are neither part of a government nor a conventional for-profit business, most commonly formed as community or not-for-profit organizations that focus on a specific issue and/or population. Clearinghouse groups such as the High Desert Resources Network or the Basin Wide Foundation will serve as convenient sources to augment the County’s existing knowledge of NGOs (especially the Economic Development Agency and Department of Public Health). Examples of NGO categories that serve in the San Bernardino County region include, but are not limited to:

- » Food access
- » Age and activity (youth and elderly)
- » Health and wellness, including special needs
- » Education and workforce training
- » Culture
- » Environment

3.3.4 Incorporated Communities

One of the most innovative aspects of the Countywide Plan is its inclusion of incorporated communities in the overall framework. Therefore, building trust with and soliciting input from the 24 incorporated communities in San Bernardino County is essential. Having worked with most San Bernardino incorporated communities on a variety of comprehensive planning projects and having been involved in the recent vision outreach efforts with the incorporated communities, PlaceWorks is a known and trusted consultant throughout the County. In addition to getting city input through online materials or through their participation in various SCAG and SANBAG bodies, PlaceWorks proposes one interview with each incorporated community that has an unincorporated sphere of influence (SOI), building upon the interviews the team conducted as part of the Countywide Vision project.

PlaceWorks will provide cities with overviews of the Countywide Plan project, with particular focus on the regional growth scenario model and policy plan. To expedite the process and minimize cost, the team proposes hosting the meetings with the incorporated communities in one location for

each region over four days. Given the number of incorporated communities in the Valley region, those interviews will occur over two days in the West and East Valleys. Those jurisdictions without unincorporated sphere areas will be addressed through the meetings with SANBAG in Task 3.3.2.

COMPONENT 4. SCENARIO MODELING AND LAND USE PLANNING

The County has stated a desire to develop growth scenario models that “accurately compare and assess both positive and negative impacts to the natural environment, the infrastructure, and the economy.” The County clearly understands that although land use decisions are made at the local level, it is essential that the County and 24 incorporated jurisdictions make informed decisions when planning for “responsible growth patterns that maximize economic benefit, minimize costs, emphasize sustainable development and protect the County’s natural resources.”

UrbanFootprint. In response, the PlaceWorks Team will work with Calthorpe Analytics and their UrbanFootprint Scenario Model to analyze a range of Countywide growth scenarios. The geospatial UrbanFootprint platform is a complete scenario development and analysis ecosystem and includes powerful data organization tools as well as scenario creation and analytical capability. It is built with 100 percent open source software products (i.e., Linux, PostGIS, PostgreSQL) and is designed to work via a cutting-edge web-based interface. The power and speed with which UrbanFootprint operates allows much more sophisticated geographical analyses and larger analysis areas than previous generations of GIS-based sketch models.

UrbanFootprint allows for detailed mapping and “painting” of land use and transport futures that works at regional, subregional, and local planning scales. Therefore, the PlaceWorks Team will tailor the model to operate at Countywide, subarea (e.g., Mountains, Valley and Desert areas), and Community Plan levels. Since UrbanFootprint is also being used by SCAG for broader regional growth scenarios, the PlaceWorks Team will be able to tailor the County’s version to ensure accurate assumptions in the regional model. UrbanFootprint also includes the ability to analyze scenarios based on a full range of fiscal, environmental, and public health metrics that will support the comprehensive CEQA, fiscal, and economic analyses. Urban Footprint may also inform incorporated jurisdictions about the potential implications of growth scenarios under consideration by their decision makers and others.

COMPONENT 4 DELIVERABLES

Task 4.1 Baseline Model and Assumptions

- » UrbanFootprint purpose, methodology, baseline data, and assumptions report
- » Current plan growth scenarios (up to 3, such as the existing county plan, a blended county/city plan, and SCAG-projections based)

- » SANBAG Regional Model run on current plan growth scenarios
- » Presentation packages and supporting materials for internal and public meetings and CPC teams

Task 4.2 CPC Input and Adjustment

- » CPC template and checklist
- » Presentation packages and supporting materials for internal and public meetings and CPC teams
- » Final Model

Task 4.3 CEQA Coordination

- » *None, deliverables are provided through Component 6*

TASK 4.1 BASELINE MODEL AND ASSUMPTIONS

4.1.1 Model Functionality, Role, and Assumptions

PlaceWorks and Calthorpe Analytics will coordinate with County staff early in the project (and the CPC teams as available) to determine the scenario model's roles, review its functionality during and after the project, and define a consistent set of baseline assumptions that provide flexibility to address different scales of the County. These will include land use types, density/intensity factors, and other growth factors required for transportation, CEQA, economic, and fiscal analyses. PlaceWorks, Calthorpe Analytics, and Fehr & Peers will also coordinate with SCAG and SANBAG to ensure consistency with regional and subregional models per County direction.

As provided for in Component 1, PlaceWorks and Calthorpe Analytics anticipate meeting once with TATs and the EMT to determine the model's roles and review its functionality. PlaceWorks and Calthorpe Analytics would also meet with TATs twice to define the baseline assumptions and meet once more with Executive Management Team to provide findings and recommendations.

Baseline Data. Building upon the data foundation developed through the SCAG 2016 RTP/SCS scenario process (currently underway and led by Calthorpe Analytics and Fehr & Peers), this task focuses on data refinement and development the San Bernardino County baseline data from which future countywide scenarios will be developed and analyzed. The base canvas will likely include both aggregate scenario planning zone (SPZ)-based and parcel-based data by land use designation to facilitate large-scale (countywide) scenario development and the integration of smaller-scale (Community Plan level) planning activities within the UrbanFootprint system. Parcel and SPZ-level base data will be provided to the CPC teams for use in their planning and design work (see Task 4.2). This task also includes the data cleaning, processing, and integration of transportation, environmental, and related datasets into UrbanFootprint for subsequent use in scenario development activities, analysis, and PEIR-specific tasks. Standards for integrating base (and future) data for incorporated and unincorporated areas will also be addressed in this task.

Analytical Engine Calibration and Baseline Assumptions. This task will prepare the UrbanFootprint modeling engines for use in San Bernardino County. This includes calibration of the transport model (in collaboration with Fehr & Peers and County modeling staff), adjustment to regional fiscal impacts assumptions (in collaboration with TischlerBise), the establishment of infrastructure demand thresholds (in collaboration with Dudek), and constraints created through safety hazards and habitat (in collaboration with Dudek).

It also includes review and refinement of the baseline and policy assumptions that drive energy, water, greenhouse gas emissions, air pollutant emissions, public health, and other critical analytical engines (in collaboration with Dudek and ICF). Activities in this task will build upon regional calibration of the UrbanFootprint system, which will require county-level refinements and specific PEIR-related enhancements to ensure seamless use of select outputs in the project's CEQA analysis.

At the subcounty level, PlaceWorks and Calthorpe Analytics will review and refine UrbanFootprint's scenario building blocks—place types and building types. Building upon the set currently utilized in SCAG's RTP/SCS development, and will coordinate with the County to calibrate the range of types to conditions unique to the County's subregions and land use designations.

This effort will be linked to CPC planning activities, which will be provided with a common library of place and building types to facilitate a seamless integration of community- and county-level planning activities.

UrbanFootprint Methodology, Baseline Data, and Assumptions Report. PlaceWorks and Calthorpe Analytics will work together to create a summary report that memorializes the model's purpose, functionality, baseline data, and assumptions for future reference and use in the PEIR and associated technical studies.

4.1.2 Model Current Plans through Growth Scenarios

Current Plan Growth Scenarios. Once the model is calibrated, PlaceWorks and Calthorpe Analytics will work with County staff and appropriate stakeholders and decision makers to develop growth scenarios that reflect the current plan, with the unincorporated spheres of influence modeled with both County and city/town land use plans. PlaceWorks feels strongly that the incorporated areas must be included in the model in order for the County to understand the cumulative implications of the growth scenarios. The PlaceWorks Team will draw data depicting future "current plans" for incorporated communities from the regional data canvas used in SCAG's 2016 RTP/SCS process.

The PlaceWorks Team will generate three alternative scenarios of the current plan using the UrbanFootprint model, along with an evaluation of their potential implications. The evaluation of

potential implications will consist of high-level discussions of the need for new roadways, transit, water, and sewer systems; high-level discussions on future supply (projected buildout) compared to estimated future demand for each major land use category (residential, commercial, and industrial); and order of magnitude discussions about potential fiscal, market, and environmental conditions. Common scenarios modeled in other efforts include lower or higher rates of growth, geographic preference for growth, changes in socioeconomic preferences and patterns, and a reduction in potential environmental impacts.

Direction from County staff indicates that the Community Plans do not cover unincorporated SOIs (with a few exceptions). In these unincorporated SOIs (outside of a Community Plan), the County assumes little, if any land use changes, and will rely on PlaceWorks' interviews with cities/towns to identify potential land use changes.

SANBAG Regional Model. Fehr & Peers will assist the project team with the analysis of the current general plan scenarios using both the UrbanFootprint and SANBAG Regional Model. Though UrbanFootprint produces a varied set of output data, it currently lacks the ability to directly output network data, such as roadway segment volumes. Fehr & Peers will apply the SANBAG Regional Model to supplement the UrbanFootprint outputs to illustrate the impacts of each scenario on the backbone roadway system.

4.1.3 Distribute Results

PlaceWorks and Calthorpe Analytics will coordinate to distribute and discuss the countywide results and implications with members of the TATs and the EMT. After receiving input, the PlaceWorks Team will refine and package the results for presentation to the Planning Commission and Board of Supervisors (as outlined in the Outreach Component).

Following these meetings, Calthorpe Analytics will also develop and distribute a presentation package and supporting materials to each of the CPC teams to support their workshops and early engagement with community-level stakeholders. Scenario data will also be provided to these teams as needed. The presentation material will be crafted to provide appropriate direction (to avoid misled expectations or false options).

During subsequent phases of the process, the PlaceWorks Team will work with staff to gain a better understanding of public accessibility to the growth models. The assumption is that the majority of public input on land use scenarios will come through the CPC process.

TASK 4.2 CPC INPUT AND ADJUSTMENT

4.2.1 CPC Template and Checklist

The growth scenarios serve to bracket possibilities and impacts early in the process and support Countywide and community-scale discussions during the Countywide Plan development and the CPC land use planning process. Calthorpe Analytics will provide a base data template to the CPC teams as a consistent base for their work and will facilitate integration of CPC plan alternatives into the UrbanFootprint system in subsequent steps. A checklist will also be provided so that the CPC teams will document deviations or assumptions.

4.2.2 CPC Input and Refinement

Plans generated by the CPC teams will be integrated by Calthorpe Analytics into the UrbanFootprint system and “stitched” together to represent various combinations of plans and policies for the CPC planning areas. To the extent feasible, the plans will be analyzed individually and as part of comprehensive countywide alternatives. This task includes exchanges with and support for the CPC teams as they iteratively work through various plan alternatives or refinements.

As outlined in the Outreach Component, PlaceWorks will present the results of the alternative growth scenarios that reflect CPC input to the Planning Commission and Board of Supervisors at a joint briefing.

4.2.3 Final CPC and Countywide Model

Building on the first round of scenario development outlined in Task 4.1 and the CPC plans, PlaceWorks and Calthorpe Analytics will develop and analyze a final Countywide scenario and ultimately work with the County to select a preferred project.

The PlaceWorks Team will coordinate to distribute and discuss the countywide results and implications with TAT members and the EMT. After receiving input, the team will refine and package the results for presentation to and approval from the Planning Commission and Board of Supervisors so that the CEQA analysis and technical studies can begin (as outlined in the Outreach Component).

TASK 4.3 CEQA COORDINATION

PlaceWorks and Calthorpe Analytics will coordinate throughout the scenario modeling process with the knowledge that the CEQA analysis will require specific outputs for baseline datasets and key milestones.

4.3.1 Existing Conditions

For the purposes of CEQA, the proposed project must be measured against existing conditions. PlaceWorks will provide Calthorpe Analytics with the necessary assumptions and parameters to ensure that the scenario model generates the required baseline set of existing conditions for all environmental topics. Despite the County's size and complexity, the scenario model is able to quickly filter and disaggregate large datasets by a variety of features and geographies, providing the CEQA analysis with the relevant and defensible datasets.

PlaceWorks will also coordinate with Fehr & Peers and Dudek to ensure relevant data and assumptions are incorporated into the scenario model to generate the required CEQA analysis.

4.3.2 CEQA Preferred Project

PlaceWorks will coordinate with Calthorpe Analytics to ensure that the team optimizes the use of the scenario model for the PEIR. Once the preferred project has been selected, PlaceWorks will work with Calthorpe Analytics to generate statistical data to craft the project description. PlaceWorks will detail the CEQA analysis required and the applicable significance thresholds by environmental topic. PlaceWorks will then coordinate to determine which specific impacts can be directly supported by quantified model output.

4.3.3 CEQA Alternatives

CEQA requires that the County evaluate a reasonable number of project alternatives that have the potential to reduce or eliminate significant impacts of the project as proposed. PlaceWorks will work with Calthorpe Analytics to preview several potential alternative scenarios to gauge their potential to reduce significant impacts. As detailed in Component 6, Environmental Clearance, a minimum of three of these alternatives will be selected to be evaluated in the PEIR.

PlaceWorks anticipates, however, that additional alternatives for which scenario modeling was conducted will be discussed along with the reasons for not carrying the analysis through topic by topic. This comprehensive review of potential project alternatives will substantially bolster the defensibility of the PEIR.

During the development of the three growth scenarios in Task 4.1, PlaceWorks will be sure to anticipate impact thresholds that are routinely exceeded in general plan updates and to propose at least one growth scenario that would likely lessen the potential environmental impacts. The other two project alternatives will be quickly processed by the scenario model and incorporated into the PEIR.

Additionally, the PEIR must evaluate the “No Project” alternative, which for the Countywide Plan will be the adopted general plan. Fortunately, this option will have already been modeled in Task 4.1 and will be easily incorporated into the PEIR.

COMPONENT 5. COUNTYWIDE PLAN

The San Bernardino County Countywide Plan is the largest, most complex planning project to take place over the next few years in California, even more so than high speed rail. High speed rail is a large, complex engineering effort, but it is mostly about applying known engineering principles and existing technology to new terrain (admittedly, its politics are extremely complex and litigious). In contrast, the Countywide Plan will:

- » Innovate new approaches and formats for accessing relevant public policies, information, and maps.
- » Reinvent how county governments integrate long-range visions and plans with day-to-day and short-term decision-making, communication, financial planning, and collaborations and partnerships.
- » Create a tracking and feedback system that builds on the wealth of public data in the County’s hands, that is embedded in the County’s budget process, and that is an effective tool for prioritization and decision-making.
- » Foster effective “change management” throughout the organization to effectively develop, review, and implement the various components of the Countywide Plan. Instituting a collaborative, interdepartmental tracking and feedback system to guide decision-making and implement the goals and policies of the Plan, for example, may result in new roles and responsibilities for staff, new methods for evaluating and reporting progress and performance, and new approaches to annual budgeting.
- » Develop a new framework for intergovernmental collaboration to address regional issues.

This is a first-of-its-kind project—not a first-in-California or a “similar-to” project, but a true first-of-its-kind effort.

All of these new things come together with good, old-fashioned planning in this component. However, much of the groundwork will have been laid in prior components, including the design of the Countywide Plan and the development of the web-based framework.

COMPONENT 5 DELIVERABLES

Task 5.1 Writing Guide

- » Writing Guide

Task 5.2 County Policy Plan

- » Community Plan template
- » Unincorporated County Comprehensive Plan
- » Integration of CPC
- » Regional Services Plan

Task 5.3 County Business Plan

- » Governance Element
- » Implementation Plan
- » Implementation Framework
- » Fiscal analysis model
- » Level of service and cost/revenue factor memorandum
- » Tracking and feedback system

Task 5.4 Regional Issues Forum

- » Web-based regional issues forum (standalone website)
- » Web-based regional issues forum (integrated with Countywide Plan)

TASK 5.1 WRITING GUIDE

An important task before drafting principles, goals, and policies is to define the language of the Countywide Plan. The PlaceWorks Team knows that several sets of hands will be involved in the preparation of the plan documents, and after the plan is adopted and the County takes full ownership and responsibility for it, County staff will be in charge of making future revisions. For the sake of consistency and continuity, the team believes it is essential to develop a Writing Guide.

In order to effectively administer the plan and assess its success, users need to know what level of policy commitment is intended or the expected result of implementing the policy. The Writing Guide will give clear direction in how to write the plan’s narrative, principles, goals, and policies, to current authors and future editors as well as those included in the CPC. PlaceWorks will, through an iterative process with County staff, compiling a simplified hierarchy of language that will denote different levels of implementation commitment. This will ensure County staff and officials have sufficient guidance to effectively implement the plan.

TASK 5.2 COUNTY POLICY PLAN

One outcome of the design phase (Task 2.1) will be the determination of whether the County Policy Plan needs to be two separate documents or if it can be a single, integrated document. A feasible way to develop a single County Policy Plan is with a database structure that allows each

content item (goals, policies, resources) to be tagged if it is general plan content subject to state planning laws.

Furthermore, this structure allows each policy to be tagged for inclusion under other dimensions, elements, and goals and to be tagged as part of a broader theme or strategy, such as greenhouse gas emissions or tourism. The web portal grabs all the goals, policies, and other content tagged for a particular topic or theme desired by the user. Any content item of the Countywide Plan can be tagged for its geographic location, allowing the web portal to grab all the content related to a parcel or area, such as a Community Plan area, sphere of influence area, habitat area, or water system service area. Finally, with this structure, new tags can be added in the future to use current policies to address new issues without the need to amend a new element into the policy plan.

With this dynamic database approach to the content, the actual content organization will be quite flexible regarding dimensions, elements, and goals. PlaceWorks expects the desired content organization to be an outcome of the design approach (Task 2.1). In addition, the tasks in this component result in the County Policy Plan content. Integrating the content into the web-based platform is covered under Task 2.4.

The approach envisions a single unified County Policy Plan, but PlaceWorks recognizes that this issue will be resolved during the design phase. For now the two plans are presented separately to maintain consistency with the RFP.

5.2.1 Unincorporated County Comprehensive Plan (UCCP)

The UCCP represents the traditional general plan content in the Countywide Plan.

Starter Policies. PlaceWorks will collaborate with County staff to identify the existing goals and policies that should be retained for the Community Plans. Once these policies have been reformatted and/or refined, they will be included in the Community Plan template. The intent is to ensure consistency among the policies for individual Community Plans and the policies in the Countywide Plan.

Community Plan Template. Under this task, PlaceWorks will prepare a Community Plan template for the CPC. The template will include the starter policies, an outline of the data needs and format required for environmental clearance, and an outline and format for Community Plan content to be integrated into the web-based Countywide Plan.

UCCP Elements. PlaceWorks will prepare the elements for the UCCP. As discussed above, a single County Policy Plan is envisioned, so these elements would be integrated with the Regional Services Plan elements. Based on the insights gleaned from Components 2 (Plan Setting Framework) and 3

(Outreach) and the comprehensive list identified in the RFP, the team will identify the specific elements of the County Policy Plan and how they will be organized.

In collaboration with County staff, PlaceWorks will define the specific process to review and refine the draft elements in the project guidance document at the outset of the project (Task 1.1.2).

In addition, PlaceWorks will meet with TATs during the preparation of the screencheck draft. Depending on the timing of the Countywide Plan process and the CPC process, PlaceWorks would forward the final draft to the CPC consultants.

The PlaceWorks Team will also pull the existing Housing Element and pending Resource Energy and Conservation Element into the UCCP. Some reformatting of the elements will be required as well as some fine-tuning of the goal and policy structure. For the Housing Element, PlaceWorks will focus on assisting the County in generating annual reports per state law.

CPC Integration. Upon completion of Community Plans, PlaceWorks will integrate their content into the Countywide Plan and integrate the fiscal and financial issues into the County Business Plan. The team will incorporate the community development toolkit into the Countywide Plan. Depending on the timing of the Countywide Plan and CPC process, the team will integrate any new or unique goals and policies into the elements.

Development Code. PlaceWorks understands that a comprehensive update to the County's Development Code may run in parallel or overlap with the Countywide Plan effort. PlaceWorks will identify which sections of the Development Code and which areas of the Zoning Map need to be updated to maintain consistency with the County Policy Plan. This scope does not cover the production of specific development code language or a zoning map; however, PlaceWorks will develop specific recommendations for each necessary code change to maintain consistency.

5.2.2 Regional Services Plan

The Regional Services Plan (RSP) will provide elements, goals, and policies for the County's regional services role. Because this is a new approach, there are no existing templates to build on. One key focus of the design approach will be to explore what these elements could be and how they could provide the most use and value. The structure of the RSP is likely to be based on functional roles rather than department-specific elements.

In addition to the design approach, PlaceWorks will use existing policies, master plans, and other existing plans or guidelines as a starting point. Although tactical and programmatic decisions will inform the RSP for the next 10 to 20 years, the RSP will focus on high level policy and strategic direction. The RSP will not merely rewrite or restate the strategic/master plans for each

department; rather, PlaceWorks will use the strategic plans to develop goals and policies and identify interdepartmental opportunities.

This task will require close collaboration with department heads and senior management to ensure that the elements are both robust and realistic. Senior management involvement will also be needed to ensure that the elements are consistent with the state and federal regulatory environment under which many of the County's regional services operate.

TASK 5.3 COUNTY BUSINESS PLAN

To warrant the County's investment to create and adopt the Countywide Plan, the planning in the previous components needs to be integrated into the way the County government operates and manages itself. This task provides the linkages between policy planning and implementation, creates an institutional framework for governance, establishes the procedures to implement the Countywide Plan, and provides tools to integrate plan implementation into the budget process and measure and evaluate progress toward goals on an ongoing basis.

5.3.1 Management Policies and Governance Framework

PlaceWorks, Socrata, and TischlerBise will collaborate with County staff to outline existing governance and management practices and procedures, identify existing formal and informal management and governance policies, and identify current information flows and information shortcomings. PlaceWorks will use this information to prepare a draft Governance Element. As with standard general plan elements, this element will include goals and policies. The draft element will then be augmented through the subsequent tasks.

5.3.2 Implementation Plan and Framework

The implementation plan is essentially the list of things that need to get done and the basic description of how to do them (i.e., what exactly needs to get done, who is responsible, who needs to be involved, the resources needed, the time frame for getting it done, and the indicator to measure successful completion). At the time the Countywide Plan is adopted, the implementation plan will include actions identified during the planning process. The implementation plan, however, is intended to be dynamic and updated regularly. To be effective, the implementation plan should define clear, measurable objectives that link back to and work toward the Countywide Vision and the goals and policies of the Countywide Plan.

The implementation framework is the process by which the implementation plan and implementation actions are evaluated; implementation items are operationalized, programmed, and budgeted; the plan is refined and amended regularly; and progress toward the vision and goals

is measured. The desired content for the implementation framework will be addressed during the design phase (Task 2.1), but the team envisions that it would likely include some of the following.

Indicator Evaluation. The framework would identify one or more particular times during the year when the indicators would be evaluated and an annual report prepared describing progress, or the lack thereof, on achieving the Countywide Plan goals. At a minimum, this would likely occur before evaluating and updating the implementation plan. The indicator evaluation would be part of the tracking and feedback system (Task 5.3.4).

Implementation Plan Evaluation. Based on the indicator evaluation, the implementation plan would be reviewed and evaluated for its effectiveness. Individual implementation items would be evaluated for successful completion and effectiveness at achieving objectives. The implementation framework would determine when the implementation plan evaluation takes place, who should conduct the review, and the metrics by which individual implementation items are measured.

Implementation Plan Refinement and Amendment. The implementation framework would establish the process to reprioritize, delete, and add new implementation measures. This would likely occur in conjunction with an annual implementation plan evaluation, but it should also define how changes are made in the interim to respond to changing circumstances. This would also address how selected implementation measures are operationalized and moved in the budget.

Budgeting Process. The implementation plan framework should establish the process by which implementation measures are moved into the budgeting process. This would likely involve evaluating the next year's intended implementation measures with the fiscal analysis model. This is a mission-critical step—following a set process to evaluate continued funding and new funding for implementation measures and to put those measures into the budget.

PlaceWorks, Socrata, and TischlerBise will collaborate with County staff to design the implementation framework so that it integrates into the budget practices and procedures and supports the budgeting process. Because the Countywide Plan covers all of the County's operations and responsibilities, not just standard land use and development issues, the implementation framework will be much larger and comprehensive. It may well end up being more of a strategic planning process.

The fiscal analysis model (Task 5.3.3) and the tracking and feedback system (5.3.4) will be integral parts of the implementation framework. Because they have substantial Countywide Plan function and value outside of just the implementation plan, each are described in more detail below.

5.3.3 Fiscal Analysis Model

TischlerBise will develop a fiscal analysis model for San Bernardino County. While TischlerBise will provide fiscal inputs for the scenario modeling (Task 4.1.1), this task will provide the full fiscal analysis model based on the final land use plan. The fiscal analysis model will be a working tool that will be integrated with the implementation framework and the County's budgeting process. In addition, the fiscal analysis model will be coordinated with the scenario modeling to ensure that results of future runs of the scenario model can be directly imported into the fiscal analysis model. As detailed below, the fiscal analysis model is a programmed Microsoft Excel file that compares revenues, expenditures, bonding and staffing information, and other factors to generate outputs shown on an annual, cumulative, averaged basis for various time increments.

Departmental Interviews. TischlerBise will have been involved in the design phase and the scenario modeling and will have in-depth interaction with County staff. In that task, they will conduct onsite interviews with County personnel to confirm the understanding of the departmental structure and scope of operations, discuss facility and geographic-related variable costs and other operating expenses, and discuss and finalize methodologies for forecasting future demand for services and facilities resulting from development in the County. They will apply a case-study-marginal methodology to develop the model, allowing for cost differentials between greenfield versus infill development and differences among various communities and regions. They will determine the fixed, variable, and semi-variable operating and capital costs for all relevant services and facilities. The demand sources for the various services and facilities will vary by activity and department. Their vast experience facilitates meaningful conversations with service providers to identify cost drivers for specific services.

Develop Parameters and Methodology for Fiscal Analysis Model. Based on the information obtained during the previous subtask, TischlerBise will design the fiscal analysis model to reflect the budgetary structure of San Bernardino County. The model will be proprietary and for use by the County under a licensing agreement (either a one-time fee of \$15,000 or an annual maintenance license of \$5,000 that includes updating the model each year with new budget and demographic data). Likely users of the model and department representatives will be surveyed regarding design of the user interface and specific reports that the County would like to see generated by the model. These reports can include virtually any type of graph as well as specific tables summarizing revenues, expenditures, and bonding and staffing information, among others. The model outputs will be shown annually, cumulatively, and on an average annual basis for various time increments (an overall time horizon of 20 years is typical).

Information obtained during this task will be prepared in a Level of Service and Cost/Revenue Factor Memorandum. This memorandum will show the different cost components for the various

service providers, including both facility- and nonfacility-related operating expenses, methodologies for forecasting future capital facility needs, associated operating expenses, and discussions of current versus preferred levels of service where appropriate. The memorandum will also contain a separate chapter showing revenue sources and associated projection methodologies. All revenue will be modeled, including property and sales tax.

5.3.4 Tracking and Feedback

The tracking and feedback system will be the primary means to mine the depth of data already in the County's hands, incorporate outside data sources as necessary, enable data-based decision-making, and track and measure progress toward goals. Socrata will develop an application of its Open Performance platform to specifically address the indicator needs of the Countywide Plan.

Early in the Countywide Plan process, Socrata will begin meeting with staff throughout the County organization. These meetings would include not only department heads but also GIS staff, database administrators, internal auditors, and anyone with "research" or "analyst" in their title. This process will create a countywide data inventory. To the extent feasible, the tracking and feedback system will use existing data, and Socrata's clients are consistently amazed to find out just how much data they already own.

In addition to creating an inventory of existing data, Socrata will document data sources, purposes, timeliness, and reliability. Most importantly, they will document the format in which the data are stored. They have extensive experience creating cloud-based data repositories that pull from the myriad data sources in large governmental organizations. A critical requirement for the tracking and feedback system is to be able to access the data use at the County's various departments and agencies.

The intent of the tracking and feedback system is to measure progress toward the vision and goals of the Countywide Plan. To accomplish this, appropriate indicators must be selected. The indicators should realistically relate to the vision and goals. PlaceWorks and Socrata will collaborate with County staff and the Strategic Advisory Series to explore a range indicators, evaluate their suitability and availability, and define the initial list of indicators. The PlaceWorks Team will then determine benchmarks based on current conditions. In conjunction with the Strategic Advisory Series, the PlaceWorks Team will establish the initial targets. The benchmarks and targets will be integrated into the implementation plan and implementation framework.

Socrata will also bring staff such as Beth Blauer, GovStat director and former director of Maryland StateStat, to relay her experience leading the day-to-day operations of the state's award-winning performance management program.

For the tracking and feedback system, Socrata will design real-time dashboards that provide the information and indicators County staff need to support decision-making. The system will also allow the County to define and revise report formats and generate reports using any of the data incorporated into the system.

In addition, the system will provide a public dashboard that will enable residents and investors to see progress and will promote accountability for implementation of the Countywide Plan. If the County desires a public-facing dashboard, it could easily be incorporated into the County business plan page of the web-based Countywide Plan. An open data portal may enable some agencies to reduce citizens' need for administrative assistance in obtaining data, freeing staff resources to focus on other areas.

Socrata operates as a SaaS model—Software as a Service or “SaaS” is a software distribution model in which applications and databases are hosted by a vendor or service provider and made available to customers over a network. The SaaS model relies on an ongoing subscription. For large jurisdictions such as the County of San Bernardino, the ongoing annual contract of software and services is estimated to be \$135,000 (subject to scope and needs). The County Information Services Department is currently exploring a pilot project on open data, but it is not considered to overlap in such a way as to offset the cost of a future annual contract at this time.

5.3.5 Governance Element

This task will finalize the draft governance element created in Task 5.3.1 by incorporating the implementation plan and implementation framework, data and results from the fiscal analysis model, and the tracking and feedback system. The final governance element will elaborate the County's principles, define goals, and establish policies for governance and management. The element will address the County's approach to and provide guidance for decision-making, internal and external communication, financial planning, reporting and monitoring systems, collaborations, partnerships, intergovernmental relations, and strategic planning. In addition, the governance element will provide policy guidance regarding the fiscal implications of development in unincorporated areas, use of development impact fees, use of funding and financing districts to close the gap on infrastructure upgrades and extensions, and partnerships with non-profits, businesses, and other agencies for community and economic development.

TASK 5.4 REGIONAL ISSUES FORUM

Building upon the ongoing work with the Countywide Vision, the Regional Issues Forum is currently seen as a “web-based resource center interface” where the County provides information regarding shared Countywide issues. PlaceWorks, in collaboration with the web team and County staff, will design a structure that allows users to quickly understand issues as well as to drill down

for more detailed information or “click” elsewhere for related information housed outside of the County organization. In addition to serving as a repository of information that users can visit to actively seek information, PlaceWorks will also examine communication tools (e.g., RSS feeds and social media) that allow the County to “push” information out to subscribers who sign up for automatic notifications of information updates. As appropriate, PlaceWorks will provide links to relevant policy sections of the Unincorporated County Comprehensive Plan or Regional Services Plan.

As an on-line forum, this tool will be designed to allow two-way communication, so interested users can comment on posted information while County staff (or others) responsible for maintaining the posted information can respond.

The Regional Issues Forum will be designed in two phases. In the first phase, PlaceWorks will design a more rudimentary form (e.g., a “wiki” format) of a stand-alone forum to begin posting issues for discussion and update early in the process. In the second phase, after the Countywide Plan website format is established and tested, the regional issues forum could be integrated with the other components of the Countywide Plan.

COMPONENT 6. ENVIRONMENTAL CLEARANCE

Environmental tasks will be integrated with the planning effort from the outset of the project, as detailed in the previous scope of work components. The PlaceWorks Team will assemble comprehensive existing conditions information; evaluate opportunities and constraints; and provide critical natural resource, hazards, and infrastructure input for the scenario modeling to develop the preferred plan. Component 6 focuses on the specific tasks required to achieve defensible environmental clearance under the California Environmental Quality Act (CEQA). Key to the approach for CEQA are:

- » **Comprehensive CEQA Documentation and Processing.** As described below, the team will be responsible for all steps of the CEQA process, including Project Scoping, Screencheck Program Environmental Impact Report (PEIR), Draft PEIR, Final PEIR, Noticing, Facts and Findings, and Statement of Overriding Consideration (if needed). The team seeks to ensure not only defensible CEQA documentation, but strict compliance to processing requirements.
- » **Clear, Concise Documentation Reflecting the Countywide Plan Structure.** The PEIR will be consistent with the structure of the Countywide Plan relative to the County Policy Plan, including CPC.
- » **Provide CEQA Clearance for Community Plans.** Discretionary approvals to be encompassed under the PEIR will include approval of the respective Community Plans.

- » **Employ Methods to Optimize Tiering off the Countywide Plan PEIR for Future Projects.** Utilizing CEQA tiering principles and tools will facilitate streamlining CEQA review for future planning and development projects. This means performing the right analysis at the right time and avoiding repetitive, costly analysis. It does not circumvent analysis, but focuses the detail at the appropriate stage of a project.
- » **Foresight and Flexibility.** CEQA is always changing because of new legislation and case law. Recent legislation that will affect the approach to the PEIR includes SB 743 and AB 52 (as discussed below under transportation and cultural resource studies, respectively). The Placeworks Team stays apprised of CEQA-related changes and has the foresight to ensure compliance with new requirements, prevent pitfalls, and avoid potentially major schedule delays.

Note on the CEQA Documentation and Process. The assumptions regarding environmental deliverables and the review process are summarized at the end of Task 6.6 under “Assumptions for Environmental Clearance Deliverables and County Review Process.”

COMPONENT 6 DELIVERABLES

Task 6.1 Organizational Meeting with County Staff

- » 1 meeting with County staff
- » Mock-up examples for the format of the PEIR

Task 6.2 Project Scoping

- » Initial Study
- » Notice of Preparation
- » 3 iterations of reviews of IS/NOP
- » IS/NOP Distribution list (PlaceWorks to coordinate with County on creating list)
- » 100 CDs of IS/NOP
- » 100 certified mailings of IS/NOP
- » 40 hardcopies of IS/NOP
- » 4 public scoping meetings, including one PowerPoint presentation

Task 6.3 Screencheck Draft PEIR

- » Screencheck Draft PEIR
- » 3 iterations of reviews of Screencheck Draft PEIR (1 review conducted at an in-person meeting)

Task 6.4 Draft PEIR

- » Draft PEIR
- » 100 CDs of Draft PEIR/NOA

- » 40 hardcopies of Draft PEIR
- » Notice of Completion
- » Notice of Availability

Task 6.5 Final PEIR/Response to Comments

- » Final PEIR/Response to Comments
- » 3 iterations of reviews of Final PEIR/Response to Comments (1 review conducted at an in-person meeting)

Task 6.6 FOF/SOC, MMRP, and NOD

- » Findings of Fact/Statement of Overriding Considerations
- » Mitigation Monitoring and Reporting Program
- » 3 iterations of reviews of FOF/SOC and MMRP
- » Notice of Determination

Task 6.7 Project Management

- » None

Task 6.8 Environmental Meetings and Public Hearings

- » 20 meetings with County staff (EMT, PMT, or TATs)
- » 1 kickoff meeting
- » 4 meetings with Board of Supervisors
- » 3 meetings with the Planning Commission
- » 2 Planning Commission public hearings
- » 2 Board of Supervisor public hearings

TASK 6.1 ORGANIZATIONAL MEETING WITH COUNTY STAFF

The PlaceWorks team will meet with County staff to confer on the contents and structure for the environmental documentation. Prior to the meeting the PlaceWorks Team will prepare mock-up examples for the format of the PEIR. This meeting will ensure that all consultant team members and County staff understand the structure and purpose of the framework selected.

The following will be addressed at the meeting:

- » Significance thresholds
- » Project objectives
- » Outline for County Policy Plan, CPC, and Countywide Evaluation
- » Potential subarea evaluation, including Valley, Desert, Mountain regions

- » Template for inclusion of regulatory requirements, uniformly applied development standards, Countywide Plan policies, and mitigation measures (including CEQA performance standards)

At this meeting the PlaceWorks Team will also provide the strategy to maximize future project streamlining from the Countywide Plan PEIR for both public and private development projects. This approach is consistent with CEQA Guidelines Section 15183, Projects Consistent with a Community Plan or Zoning. The recommendations include:

- » Set the framework for tiering by including clear language in the PEIR defining subsequent projects that are intended to be within the “scope of the PEIR” and projects that are anticipated to be categorically exempt.
- » Include mitigation requiring subsequent technical studies for certain types of projects or projects within certain geographic areas (minimizing subsequent CEQA documentation—relying on focused technical analysis).
- » Formulating CEQA performance standards such that if a subsequent project attains those standards (possibly substantiated in technical study), CEQA compliance can be demonstrated without a ND, MND or EIR.
- » Outline “uniformly applied development standards” per CEQA Guidelines 15183 to maximize tiering.
- » Potentially provide formal review process (form) for future projects to demonstrate Countywide Plan consistency and “substantial” mitigation with application of uniformly applied development standards (under CEQA Guidelines Section 15183, projects do not have to demonstrate “less than significant” impact).

TASK 6.2 PROJECT SCOPING

6.2.1 Initial Study/NOP

The PlaceWorks Team will prepare an Initial Study that includes the finalized project description and analyzes each topical area of the CEQA Appendix G checklist:

- » Aesthetics
- » Agriculture/Forestry Resources
- » Air Quality
- » Biological Resources
- » Cultural Resources
- » Geology/Soils
- » Greenhouse Gases
- » Hazards/Hazardous Materials

- » Hydrology/Water Quality
- » Land Use and Planning
- » Mineral Resources
- » Noise
- » Population and Housing
- » Public Services
- » Recreation
- » Transportation and Traffic
- » Utilities and Service Systems

Brief written responses will be prepared for all items on the Initial Study checklist. Each response will explain the basis for the No Impact, Less than Significant Impact, or Potentially Significant Impact response.

A Notice of Preparation (NOP) will be prepared, using the County's standard form. The NOP will clearly identify the time period, contact person, and address established for submitting responses during the 30-day public review period. After County approval of the NOP, PlaceWorks will copy and distribute the NOP to state and local agencies and other special interest groups or individuals identified by the County.

6.2.2 Scoping Meeting

PlaceWorks will assist the County in organizing and conducting up to four public scoping meetings during the 30-day NOP public review period. PlaceWorks will work with the County to determine an appropriate venue for each of the meetings to maximize participation by the public and agencies. PlaceWorks will present the project description and initial environmental scoping information to solicit comments regarding the scope and content of the PEIR. If desired by the County, PlaceWorks will prepare a PowerPoint presentation for the meetings. After the meeting, PlaceWorks will prepare a summary of comments that will ultimately be included in the PEIR with references to where each comment is addressed or explanation of why it is not addressed (e.g., not an environmental issue).

TASK 6.3 SCREENCHECK DRAFT PEIR

PlaceWorks will prepare a Screencheck Draft PEIR with the following sections in accordance with the CEQA Guidelines:

- » Executive Summary
- » Introduction
- » Project Description

- » Environmental Setting
- » Environmental Analysis (Existing Conditions, Environmental Impacts, and Mitigation Measures)
- » Cumulative Impacts
- » Significant Unavoidable Impacts
- » Project Alternatives
- » Effects Found Not to Be Significant
- » Organizations and Persons Consulted
- » Other CEQA-Mandated Sections

As described under Task 6.1, Organizational Meeting with County Staff, the format of the PEIR will be customized to provide clarity and consistency and to facilitate streamlined CEQA processing for future public and private projects.

Each topical section of the document will: (a) describe existing environmental conditions and pertinent regulatory policies and programs that apply to this project, (b) define the criteria by which impacts will be determined to be significant, (c) determine the environmental changes that would result from implementation of the Countywide Plan and Community Plans, (d) evaluate the significance of those changes with respect to the impact significance thresholds, (e) determine whether CEQA mitigation measures are required after the application of relevant Countywide Plan policies and regulatory requirements, (f) recommend mitigation measures as necessary to reduce or eliminate potentially significant adverse impacts, and (g) provide a conclusion as to whether significant impacts would remain even after successful implementation of recommended mitigation measures.

A summary approach to the environmental topical sections follows. Component 7 details the scope of technical studies to support the topical analysis.

- » **Aesthetics.** The Aesthetics section will describe the existing visual character and scenic resources in the County. Scenic vistas will be identified in the three geographic regions of the County, including the San Gorgonio Mountain and San Bernardino National Forest in the Mountain region; the mountain ranges and broad valleys of the Mojave Desert in the Desert Region; and the urbanized foothills of the San Bernardino and San Gabriel Mountains in the Valley region. Impacts of the Countywide Plan buildout on visual character, scenic resources, and scenic vistas visible from the County's unincorporated communities will be analyzed. Light and glare impacts, particularly in the Mountain and Desert regions, will also be analyzed.

- » **Agriculture and Forestry Resources.** Using the California Department of Conservation Farmland Mapping and Monitoring Program, this section will identify important farmland within the County that is ideally suited for agriculture uses, including mapped important farmland in the San Bernardino Valley, Victor Valley, and Mojave Desert east of Barstow. Analysis will focus on potential effects of proposed policies and Countywide Plan buildout on the loss of such resources.
- » **Air Quality.** The County of San Bernardino spans two air basins—the South Coast Air Basin and Mojave Desert Air Basin. As detailed in Component 7, PlaceWorks will conduct a robust air quality analysis using current methodology of the South Coast Air Quality Management District and the Mojave Desert Air Quality Management District. PlaceWorks will integrate the findings from the technical study into the Air Quality section of the PEIR.
- » **Biological Resources.** Dudek will prepare a biological resource assessment and this section of the PEIR, as detailed under Component 7. The section will provide a summary of the existing biological resources; identify special-status plant or wildlife resources, special-status vegetation communities, and/or riparian communities; and recognize wildlife movement corridors that could be impacted by the proposed Countywide Plan.
- » **Cultural Resources.** Cultural resources include historical, archaeological, and paleontological resources, and based on the recently passed Assembly Bill 52, tribal resources are now included under this topical section. As detailed in Component 7, SWCA will prepare a programmatic-level cultural resources technical report to assess the potential cultural resource impacts of the Countywide Plan. This section of the PEIR will integrate the findings of the technical report and identify impacts and applicable measures to reduce impacts on the County’s cultural resources.
- » **Energy.** This section will ensure compliance with Public Resources Code section 21100(b)(3) and CEQA Guidelines Appendix F, Energy Conservation. It will include a discussion of the County’s Renewable Energy and Conservation Element and evaluate potential energy impacts of the Countywide Plan, highlighting policies that help to avoid and reduce inefficient, wasteful, and unnecessary use of energy. Service providers will also be contacted to provide information to assist the consultant team in quantifying existing energy supply and the potential project impact on natural gas and electricity. The Energy section will be included in the “Other CEQA Considerations” section of the PEIR.

- » **Geology and Soils.** This PEIR section will define the County’s existing geologic, soil, and groundwater characteristics and regional seismic influences. There are numerous active faults in the County, including the San Andreas, San Jacinto, and Cucamonga faults, and ground shaking is considered the primary seismic hazard that could affect the County. Further, high desert winds and mountainous areas of the County are susceptible to landslides and soil erosion. Impacts of Countywide Plan buildout will be analyzed based on the proposed land use plan, and mitigation measures known to be successful in addressing the various geotechnical constraints of the County will be defined, if necessary.
- » **Greenhouse Gas Emissions.** As detailed in Component 7 below, PlaceWorks will update the County’s 2008 baseline greenhouse gas (GHG) emissions inventory and conduct a GHG analysis to determine emissions generated from the proposed land use changes under the Countywide Plan. This section of the PEIR will integrate the findings of the GHG analysis and determine whether the proposed project conflicts with any applicable plan or policy related to GHG emission reduction.
- » **Hazards and Hazardous Materials.** A current list of hazardous materials sites listed on federal, state, and local regulatory agency databases will be obtained. Hazards associated with these sites will be described and mitigated, if necessary. In addition, safety hazards related to aviation activities associated with the County’s many public use airports, heliports, and military airfields will be addressed. Fire hazards will also be extensively analyzed by Dudek, as detailed under Component 7.
- » **Hydrology and Water Quality.** Dudek will prepare a Hydrology and Water Quality report to support the PEIR, as detailed in Component 7. Based on this report, PlaceWorks will prepare the PEIR section summarizing its findings on water quality, drainage, stormwater runoff, and flood hazards, and any mitigation measures to reduce potential impacts.
- » **Land Use and Planning.** Analysis of project impacts will focus on the consistency of the proposed Countywide Plan with local and regional plan goals and policies, including those of the airport land use plans for County airports, habitat conservation plans, and the Southern California Association of Government’s 2012 Regional Transportation Plan/Sustainable Communities Strategy.
- » **Mineral Resources.** Mineral extraction operations are an integral part of the County’s economy—particularly in the Desert region, which accounts for over 90 percent of all County mining activities. There are over 90 mines in the County in addition to a number of processing plants. Impacts of the Countywide Plan on these significant mining resources will be analyzed in this section. The Placeworks Team will coordinate closely with George Keline, as the County Engineering Geologist.

- » **Noise.** PlaceWorks will prepare a noise technical study as detailed in Component 7 and will integrate the findings of the noise study into this section of the PEIR. This will include existing noise conditions in the County, transportation noise, land use compatibility, and construction noise and vibration impacts of the proposed Countywide Plan.
- » **Population and Housing.** The assessment of population and housing impacts will be coordinated with the scenario modeling task. Existing population, housing, employment, and jobs-housing balance in the County will be described based on the U.S. Census Bureau, California Department of Finance (DOF), SCAG, and the California Employment Development Department. Impacts of the Countywide Plan buildout on growth or reduction of population, housing, and employment; any displacement of housing and residents; and jobs-housing balance will be analyzed. Growth-related impacts will be analyzed by comparing the proposed buildout projections to regional projections prepared by SCAG and the DOF.
- » **Public Services.** Existing facilities and resources of the San Bernardino County Sheriff's Department, San Bernardino Fire Departments, San Bernardino County Superintendent of Schools, and San Bernardino County Library System will be described. Impacts on services will be estimated using buildout projections for the Countywide Plan and information obtained from each service provider. Any required new or expanded facilities—as identified by the service agencies—will be identified. To supplement the analysis on fire services, Dudek will provide technical support related to fire protection services, as detailed under Component 7.
- » **Recreation.** Existing park facilities and recreational amenities in the County will be described. Impacts on demand for recreational facilities will be analyzed using the Countywide Plan buildout projections and the County's parkland standard (currently 2.5 acres per 1,000 residents). Any additional parkland acreage required by buildout of the Countywide Plan will be identified.
- » **Transportation and Traffic.** A transportation study will be prepared by Fehr & Peers, as detailed under Component 7. This PEIR section will integrate the findings of the study, including existing conditions, future traffic forecasts, impacts of the Countywide Plan policies and land use changes on future traffic forecasts, and mitigation measures.
- » **Utilities and Service Systems.** As detailed under Component 7, Dudek will prepare infrastructure technical memorandums related to water, sewer, and stormwater services to support the PEIR. Existing and planned infrastructure and capacity, future demand, and Countywide Plan will be detailed. This section will detail water availability, projections, planned infrastructure and conservation, and potential Countywide Plan impacts related to water supply. The remaining impact after application of Countywide Plan policies will be assessed, and mitigation measures provided, as necessary.

- » **Project Alternatives Analysis.** In compliance with Section 15126.6 of the State CEQA Guidelines, the PEIR will evaluate a reasonable range of alternatives, including the “No Project” alternative. The No Project alternative will be defined as the existing general plan. Up to four additional alternatives will be selected for evaluation on the basis of their ability to: 1) avoid or reduce one or more of the project’s significant impacts, and 2) feasibly attain most of the basic objectives of the project. This section will also include a discussion of alternatives considered but not evaluated in detail.

As described under Task 4.3 CEQA Coordination, the environmental team will work with the planning team to model various plan scenarios that meet the requirements for CEQA alternatives. In consultation with the County and Communication, Outreach, and Public Exchange consultant, the PlaceWorks Team will also determine alternative Community Plan land uses that were considered during the evolution of the respective plans for their potential to reduce/eliminate significant environmental impacts.

- » **Other CEQA Considerations.** In addition to the topical issues discussed above, the following sections will also be prepared, as required by CEQA Guidelines Section 15126.2:
 - Environmental impacts found not to be significant
 - Adverse environmental impacts that cannot be avoided if the project is implemented
 - A discussion of cumulative impacts for each of the topical sections
 - Significant irreversible changes that will occur if the proposed project is implemented
 - Ways the proposed project could directly or indirectly impact population or employment growth in the area

TASK 6.4 DRAFT PEIR

PlaceWorks will edit the Screencheck Draft PEIR based on the reviews by the County’s technical advisory committee and Executive Management Team in accordance with the procedure outlined on page 22 of the RFP (and summarized below). Once the County approves all revisions, a final print-ready Draft PEIR will be provided to the County for a last review before publishing and distributing.

PlaceWorks will prepare the Notice of Completion (NOC) for County approval and signature and will transmit the NOC to the State Clearinghouse. PlaceWorks will also prepare the Notice of Availability (NOA) for County approval.

PlaceWorks will coordinate with the County to develop a distribution list and distribute the Draft PEIR/NOC/NOA, as required, to the State Clearinghouse, County Clerk (for posting), adjacent jurisdictions, and responsible agencies for a 45-day public review period. PlaceWorks assumes that

the County will distribute the NOA to organizations in the County and interested parties and publish in newspapers, as needed.

TASK 6.5 FINAL PEIR/RESPONSE TO COMMENTS

Response to comments received on the Draft PEIR will be prepared in accordance with CEQA Guidelines Section 15089. Following receipt of all comments on the Draft PEIR, written responses will be prepared for each comment. A Response to Comments section will be created for the Final PEIR and will contain an introduction describing the public review process for the Draft PEIR, copies of all comment letters, and written responses to all comments. Responses will focus on comments that address the adequacy of the Draft PEIR. Comments that do not address PEIR adequacy will be noted as such and no further response will be provided unless deemed necessary by the County. Responses will be prepared by PlaceWorks with input from technical specialists, as needed. The Final PEIR will also contain revisions to the Draft PEIR as necessary to respond to comments and/or correct inaccuracies identified subsequent to release of the PEIR as a public draft. Response to agency comments will be distributed to each respective agency at least 10 days prior to certifying the PEIR per CEQA Guidelines Section 15088.

TASK 6.6 FOF/SOC, MMRP, AND NOD

6.6.1 Findings of Fact and Statement of Overriding Considerations

Section 15091 of the CEQA Guidelines requires that no public agency approve or carry out a project for which a PEIR has been completed that identifies one or more significant effects unless the public agency prepares findings for each significant effect. PlaceWorks will prepare findings and facts in support of findings, describing each of the significant impacts identified by the PEIR and the determination of whether those impacts would be reduced to below a level of significance by proposed mitigation measures. Additionally, Section 15093 requires that when an agency approves a project that will have significant adverse environmental effects that are unavoidable, it must make a statement of its views on the ultimate balancing of the merits of approving the project despite the environmental consequences. PlaceWorks will coordinate with the County to draft the statement of overriding considerations for any unavoidable significant impacts that may be identified by the Final PEIR.

6.6.2 Mitigation Monitoring and Reporting Program

PlaceWorks will prepare the Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. It will be presented in standard County format and will identify the significant impacts that would result from the proposed Countywide Plan, proposed mitigation measures for each impact, the times at which the measures will need to be conducted, the entity responsible for implementing the mitigation measure, and the County

department or other agency responsible for monitoring the mitigation effort and ensuring its success.

6.6.3 Notice of Determination

If the project is approved by the lead agency, a Notice of Determination (NOD) will be filed within five working days. PlaceWorks will be responsible for filing the NOD with the San Bernardino County Clerk as well as the State Clearinghouse. The California Department of Fish and Wildlife mitigation fee and County filing fees are included in this scope of work.

Assumptions for Environmental Clearance Deliverables and County Review Process. This task will include the following deliverables, all subject to the County's iterative review/revision process. The process will be refined at the Organization Meeting, but at this time the PlaceWorks Team anticipate that deliverables as well as comments will be in an electronic form. By submitting deliverables as MSWord and/or PDF files, PlaceWorks will be able to utilize MSWord and Adobe Acrobat's robust commenting tools for ease in the review/revision process. The following environmental deliverables are anticipated:

- » Proposed templates for Initial Study and PEIR
- » Notice of Preparation and Initial Study (Project description likely to be forwarded for review and approval prior to completing Initial Study)
- » Technical studies and memorandums (*described in Component 7*)
- » Screencheck PEIR
- » Draft PEIR
- » Final PEIR
- » Findings of Fact and Statement of Overriding Consideration
- » Mitigation and Monitoring Reporting Program
- » Notice of Availability, Notice of Completion, Notice of Determination

With concurrence from County staff, the PlaceWorks Team have budgeted up to 3 reviews of each deliverable by a technical advisory committee(s) (County responsible for forwarding consolidated review comments). At this time it is anticipated that the Executive Management Team will review all deliverables except the technical studies and memorandums and notices. The scope of work includes one meeting to receive comments on the administrative draft copies of the screencheck PEIR and Final PEIR, and up to 2 iterations of review on these and remaining documents (exclusive of notices and technical studies).

To ensure the public is also able to review and comment on these environmental documents, the PlaceWorks Team will assume an initial distribution of up to 100 CDs of the Initial Study/Notice of

Preparation and 100 CDs of the Draft PEIR/Notice of Availability. The PlaceWorks Team will also provide hard copies of each of these documents to the County’s Land Use Services Department and the 33 libraries in the San Bernardino County Library System for people to review in person. Deliverable details (hard copies, CDs, etc.) will be refined at the Organization Meeting. The PlaceWorks Team will also coordinate with the County to develop a distribution list that includes state and local agencies, organizations, and interested parties.

TASK 6.7 PROJECT MANAGEMENT

This task consists of day-to-day management of the Environmental Clearance Component and oversight of all deliverables, including coordination with County staff, subconsultants, billing activities, and schedule maintenance. To maintain the project schedule, keep each other abreast of new issues, and discuss ongoing tasks, the PlaceWorks Team will maintain regular contact with the County and subconsultants. This task also provides time so that the environmental and planning teams can coordinate with one another to ensure appropriate analysis takes place and appropriate mitigation measures are established. The budget for this task is based on an estimated 4 hours per month leading up to the start of the CEQA work, and 8 hours per month for active PEIR period. If the project schedule should extend beyond the anticipated schedule, an augment for this task may be required.

TASK 6.8 ENVIRONMENTAL MEETINGS AND PUBLIC HEARINGS

The PlaceWorks environmental team anticipates meeting with the County throughout the planning and CEQA process to provide input and stay engaged. The PlaceWorks Team will coordinate through email and conference calls, and attend staff/consultant coordination meetings on a regular basis throughout the project. The CEQA project manager, JoAnn Hadfield, will attend 20 meetings with County staff (EMT, PMT, or TATs), as well as the kick-off meeting. Additionally, she will attend up to 4 meetings with the Board of Supervisors and 3 meetings with the Planning Commission, as requested. Depending on the specific topic or need, another PlaceWorks environmental team member may either support JoAnn at or attend a meeting in her place.

This scope also includes JoAnn’s attendance at 2 Planning Commission and 2 Board of Supervisors public hearings as well as attendance at these hearings by a PlaceWorks technical specialist and/or a planner.

COMPONENT 7. TECHNICAL STUDIES

COMPONENT 7 DELIVERABLES

Task 7.1 Air Quality and Greenhouse Gas Emissions (PlaceWorks/ICF)

» (ICF) Community and municipal GHG inventory for County of San Bernardino in Excel

- » (ICF) 2 conference calls about methodology, data sources, and deliverable parameters for both community GHG and municipal GHG inventories
- » (ICF) 2 conference calls about draft inventories for both community GHG and municipal GHG
- » (ICF) GHG inventory results (community and municipal) entered into ICLEI's Statewide Energy Efficiency Collaborative (SEEC) ClearPath California tool
- » (ICF) Emissions inventory report to document the 2014 community and municipal GHG inventories
- » (PlaceWorks) Air Quality/Greenhouse Gas Emissions Technical Study
- » (PlaceWorks) Air Quality/Greenhouse Gas Emissions PEIR sections (*augment to Component 6*)
- » (PlaceWorks) Air Toxics/Health Risk Assessment

Task 7.2 Biological Resources (Dudek)

- » Geodatabase of biological resources
- » Update of vegetation mapping using GIS (maximum of 300 hours of biological staff time)
- » Existing conditions report
- » Craft/provide input on goals and policies regarding biological resources
- » Inventory of conserved lands
- » Focal species occurrence analysis on known conservation lands
- » Biological resources protection gap analysis
- » Conservation priority maps
- » Biological Resources PEIR section (*augment to Component 6*)

Task 7.3 Cultural and Paleontological Resources (SWCA)

- » Coordination with NAHC for Sacred Lands File, including distribution of letters to identified NAHC-listed contacts
- » Cultural Resources Technical Report
- » SB18 and AB 52 Native American consultation assistance (letter templates, checklist, and detailed instructions)
- » Paleontological Resources Technical Report

Task 7.4 Fire Hazards (Dudek)

- » 1 kickoff meeting
- » Stakeholder outreach (*in conjunction with overall public outreach efforts*)
- » Update existing Countywide Risk Assessment (including GIS-based fire hazard overlay analysis)
- » Color-coded GIS maps and files showing highest hazard areas
- » Countywide Risk Assessment Summary Document

- » 5 additional meetings with County staff and/or members of the consultant team

Task 7.5 Stormwater, Hydrology, and Water Quality Report (Dudek)

- » Stormwater hydrology and water quality technical report

Task 7.6 Utilities (Water, Sewer, and Water Supply) (Dudek)

- » Input on growth scenario model and potential infrastructure and service improvements to support future development
- » Evaluation of 2015 UWMPs and future water supply
- » Technical memo on existing and future water and sewer infrastructure

Task 7.7 Transportation (Fehr & Peers)

- » 1 model run, including an analysis of 200 discrete roadway segments and 40 intersections
- » Transportation study
- » Recommendations for alternate CEQA traffic thresholds

Task 7.8 Noise (PlaceWorks)

- » Focused noise level monitoring 25 locations (20 short term 15-min, and 5 long-term 24-hour measurements)
- » Noise Technical Study
- » Noise PEIR section (*augment to Component 6*)

TASK 7.1 AIR QUALITY AND GREENHOUSE GAS EMISSIONS (PLACEWORKS/ICF)

7.1.1 Update “Baseline” Municipal and Community GHG Inventory

An update to the 2008 baseline greenhouse gas (GHG) emissions inventory was identified in the County 2011 GHG Reduction Plan in order to gauge the County’s progress toward the 2020 GHG reduction target. Since the County desires a comprehensive Countywide Plan, it makes sense to incorporate the “re-inventorying” of GHG emissions inventory modeling into the approach. From 2008 to 2011, the County of San Bernardino worked closely with ICF on the County’s 2011 GHG Reduction Plan to develop inventories for the unincorporated County (community or external) emissions associated with its government operations (municipal or internal) as well as to establish the emission sources/sectors and modeling methodology and tools used. In some cases, the approach may need to be refined because there are new tools and new data sources, and also because the 2008 inventory included sectors specific to the Settlement Agreement that may not be necessary for the reinventory.

Rather than reinvent the wheel for the Countywide Plan, PlaceWorks has partnered with ICF to update the County’s baseline GHG emissions inventories (municipal and community) because they have the historical knowledge of the existing inventory, and they recently completed the

inventories for the SANBAG Regional GHG Reduction Plan. Utilizing ICF's history with the County on the inventory ensures that the County is taking the most efficient technical approach for the Countywide Plan and associated CEQA document and that the inventory is consistent with the approach used Countywide for the SANBAG Regional GHG Reduction Plan.

ICF will develop both a community and municipal GHG inventory for the unincorporated County of San Bernardino as part of the Countywide Plan work to support the PEIR and to fulfill the requirement in the adopted 2011 San Bernardino County Greenhouse Gas Reduction Plan to prepare new inventories. ICF will work with the County to select the inventory year (calendar year 2014 or alternative year) based on its advantages and disadvantages.

Community Inventory. ICF will initiate this task by hosting a kick-off conference call to obtain agreement from the County on the methodology, data sources, and deliverable parameters. The prepared inventory will be consistent with ICLEI's U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (2012) and SANBAG's Regional Greenhouse Gas Reduction Plan, as much as feasible. ICF will work with PlaceWorks and the County as a key first step to establish socioeconomic parameters for the inventory, and will consider supplementing the analysis with data from the SANBAG and California Finance Department, as necessary. ICF will work with PlaceWorks and the County to make any needed adjustments to external datasets prior to beginning inventory work.

One of the issues that will need to be resolved is the cement industry sector. Representatives of this sector expressed concern about the methods used for the 2007 inventory as well as the mere inclusion of the cement industry emissions in the County's inventory. ICF will work with the County to determine how to address these concerns in the 2014 (or alternative year) inventory, including, if the County determines appropriate, discussing the matter with industry representatives.

The results of the inventory will be summarized in an Excel workbook. ICF will conduct one conference call with the County between the draft and final GHG Excel deliverables. The Excel deliverables will show GHG data for all sectors and scenarios. In the team's previous experience with GHG inventories, Excel-based deliverables provide hands-on opportunities for review and comment, and therefore are crucial for improving efficiency and transparency. In addition, by having multiple deliverables and County interaction along the way, staff builds institutional knowledge of the GHG analysis prior to any emission reduction planning and public outreach steps.

ICF will enter the results of the inventory into ICLEI's Statewide Energy Efficiency Collaborative (SEEC) ClearPath California tool to support future emission inventories and emission reduction tracking. The SEEC ClearPath tool is online software available to local governments working to track and reduce community and municipal GHG emissions. Uploading emissions data to the tool

provides a central location for staff to review and analyze results. The tool can also store inventory data from multiple years, facilitating future analyses and providing a platform for long-term emissions reporting.

Municipal Inventory. ICF will initiate this task by hosting a kick-off conference call to obtain agreement from the County on the methodology, data sources, and deliverable parameters. This inventory will be consistent with the CARB-approved local government operations protocol (LGOP) (2010). ICF will work with the County to obtain the detailed facility-based information necessary for ICF to then prepare the 2014 (or alternative year) inventory to a level of detail commensurate with the previous 2007 GHG inventory for municipal operations. The PlaceWorks Team will use, as applicable, relevant factors from the community inventory.

ICF will rely on data provided by the County to support the emissions analyses for internal government operations. This scope assumes that ICF will identify the types of County data needed using the templates prepared for the prior municipal inventory, but that the County staff will actually collect the data from individual departments and County entities and provide it to ICF in an electronic format.

As for the community inventory above, ICF will conduct a conference call between the draft and final GHG Excel deliverables, which will show GHG data for all sectors and scenarios. ICF will also enter the results of the municipal inventory into ICLEI's SEEC ClearPath California tool to support future emission inventories and emission reduction tracking.

Community and Municipal Inventory Report and Trend Analysis. ICF will prepare an emissions inventory report to document the 2014 (or alternative year) community and municipal inventories. The report will succinctly present the inventory results using user-friendly tables and graphs, and summarize the methodology, data sources, and assumptions used to develop the estimates. The report will also summarize key data limitations and modeling uncertainties.

The report will include a separate chapter analyzing key trends between the 2007 and 2014 (or alternative year) community and municipal inventories. Important trends (e.g., increasing or decreasing rates of household energy use) will help illuminate the details of a shifting carbon economy within the County. Identifying and understanding these trends will greatly improve the effectiveness of climate action planning. The trend analysis will compare emissions from each sector of the 2007 and 2014 (or alternative year) inventories. ICF will detail the differences in data sources and calculation methodologies between the inventories, and assess the impact of these differences on trends. Because differences in methods and sources of data can create artificial trends, the PlaceWorks Team will consider these differences during the analysis.

7.1.2 Air Quality and GHG Emissions Impact Analysis

PlaceWorks will prepare the Air Quality and Greenhouse Gas Emissions sections of the Draft PEIR. The air quality and GHG analyses will be based on the current methodology of the South Coast Air Quality Model for projects in the South Coast Air Basin (SoCAB) and the Mojave Desert AQMD for projects in the Mojave Desert Air Basin.

Greenhouse Gas Emissions Impact Analysis. The GHG emissions section will draw extensively from the GHG reduction strategies laid out in the 2011 GHG Reduction Plan and the updated GHG emissions inventory prepared by ICF. The PlaceWorks Team will incorporate the updated inventory prepared by ICF to establish baseline conditions and document the County's status compared to the County's GHG Reduction Goal for 2020. PlaceWorks will utilize the baseline data from ICF and the data used for scenario modeling in UrbanFootprint to estimate the business-as-usual GHG emissions forecast for the Countywide Plan PEIR. PlaceWorks air quality and GHG services are well versed in the technical aspects of GHG modeling, and PlaceWorks will work closely with ICF so that the inventory will be seamlessly integrated as part the Countywide Plan. This approach also allows the consultant team to integrate updated emissions factors used by ICF for the GHG emissions modeling into the UrbanFootprint tool for scenario modeling.

The time horizon of the Countywide Plan will extend beyond the GHG reduction target year of AB 32 (i.e., 2020). It should be noted that the 2011 GHG Reduction Plan also identifies the need for a future (2020) reinventory to coincide with the plan's target year to ensure that emission reductions are on track to maintain a post-2020 trajectory that provides substantial reductions by 2050. Because 1) it is more valuable for an update to the County's GHG Reduction Plan to coincide with a 2020 Update, 2) a legislative post-2020 target has not yet been established, and 3) there is no statewide plan that addresses post-2020 GHG reduction programs, it is not recommended that an update to the GHG Reduction Plan parallel the update to the Countywide Plan. Rather, the Countywide Plan will lay out a solid policy foundation to ensure that the County makes substantial progress toward post-2020 goals (i.e., 80 percent reduction below 1990 level by 2050).

The goals and policies integrated into the Countywide Plan, including the Renewable Energy and Conservation Element, will guide the 2020 GHG Reduction Plan update initiated by the County at a later date. Therefore, one of the objectives of the Countywide Plan will be to incorporate broad policy goals for the unincorporated County and government operations that continue beyond the 2020 forecast in the County's 2011 GHG Reduction Plan. The PEIR will establish a link between the County's commitment to reducing GHG emissions identified in the 2011 GHG Reduction Plan and the long-term GHG reduction goals of the Countywide Plan in order to ensure consistency with the County's existing GHG reduction measures and the long-term GHG reduction goals of Executive Order S-03-05.

Air Quality Impact Analysis. The PEIR will also include a robust air quality analysis that meets CEQA Guidelines plan-level analyses for the South Coast AQMD and Mojave Desert AQMD. PlaceWorks is familiar with the air quality modeling requirements of both air districts, having recently worked on general plans in both air basins and as well as the general plan for the County of Los Angeles, which, like the County of San Bernardino, spans across two air basins.

Buildout of the Countywide Plan would generate emissions from an anticipated increase in trips and Vehicle Miles Traveled associated with land uses in the County. In addition, use of natural gas and other area sources generates criteria air pollutants. Construction of individual development projects would also generate emissions from vehicles, off-road equipment, off-gas emissions, and fugitive dust. PlaceWorks will estimate community-wide criteria air pollutant emissions associated with on-road mobile sources, building energy (natural gas), and area sources in the unincorporated County. The criteria air pollutant analysis will provide an estimate of long-term criteria air pollutant emissions using the latest models (e.g., EMFAC, OFFROAD). The emissions inventory will be compared to the regional significance thresholds for each air district. Cumulative air quality impacts will be based on the attainment designations for criteria air pollutants under the federal or state ambient air quality standards (AAQS).

The South Coast and Mojave Desert air basins are designated in attainment of the state and federal carbon monoxide (CO) ambient air quality standards. Given that no intersection has exceeded the CO standards, quantitative evaluation is not warranted. Instead, the potential for the proposed project to generate a CO hotspot will be addressed qualitatively. The air quality impact analysis will also describe land uses in the County that have the potential to generate nuisance odors. Buffer distances and/or control measures will be incorporated based on South Coast and Mojave Desert AQMD guidance.

Air Toxics/Health Risk. Studies indicate that siting residences near major source of air pollution, including freeways, can expose people to adverse health effects. The California Air Resources Board (CARB) and the California Air Pollution Control Officer's Association (CAPCOA) have adopted guidelines for siting new sensitive receptors near major sources of pollution, including freeways and industrial land uses. Recommendations to reduce risk associated with placement of new sensitive land uses associated with the Countywide Plan adjacent to major sources of air pollution will be based on the recommended buffer distances in the CARB and the CAPCOA guidance.

However, although siting residences farther from a pollution source reduces these adverse health impacts, it also reduces the potential for housing development and potentially conflicts with regional goals for reducing Vehicle Miles Traveled by connecting land use and transportation. Therefore, PlaceWorks' health risk experts will work closely with the County to develop guidelines

for evaluating potential health risks and mitigation options when development occurs within the recommended buffer distances. PlaceWorks is a leading expert in this field and recently worked with the South Coast AQMD on developing near-roadway mitigation strategies to reduce health risk as part of South Coast AQMD’s “Technology Forum on Near-Road Mitigation Measures and Technologies.”

TASK 7.2 BIOLOGICAL RESOURCES (DUDEK)

7.2.1 Initial Assessment/Existing Conditions

As a result of Dudek’s extensive experience in the County of San Bernardino working for various agencies, they have a thorough understanding of available resources to establish a baseline dataset of biological resources. Their participation in regional and Countywide projects has resulted in a robust in-house geodatabase of County resources. These projects include:

- » Countywide Vision
- » Desert Renewable Energy Conservation Plan
- » Countywide permitting effort for the San Bernardino County Flood Control District for facility O&M activities
- » Southern California Edison bark beetle infestation project, conducting biological surveys and monitoring of tree removal

Through these large regional projects, Dudek’s team is experienced in the natural resources of the Valley, Desert, and Mountain regions of the County. Dudek will identify project needs and deficiencies with respect to biological resources.

7.2.2 Biological Resources Analysis

Due to the unique ecology of each of the County’s geographies, the review of biological resources will be divided into the Desert, Mountain, and Valley geographies. The PlaceWorks Team believe this will be an efficient way to organize the data since it follows the existing general plan regions and mirrors the SANBAG conservation planning efforts to date. A geodatabase will be created for each geography, consisting of vegetation communities, species occurrence data, and waterways. A geodatabase will support the analysis of existing conditions and facilitate the County’s web-based plan because it will smoothly integrate with online mapping functions. For each geodatabase, the most recent species occurrences from the California Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS), and U.S. Fish and Wildlife Service will be incorporated, as will species occurrence data from San Bernardino County Flood Control District and San Bernardino County Museum. Other data sources will be the USFWS-designated Critical Habitat, National Wetland Inventory, and conserved or open space land such as national parks, national forests, wilderness areas, state parks, and regional parks. Waterways will be mapped

using the National Hydrography Dataset and the County Flood Control District facilities. Finally, data available from the County and utilized for the 2007 General Plan will also be incorporated. The geodatabase for each geography will be further refined, as described below.

- » **Desert Geodatabase.** The Desert Renewable Energy Conservation Plan (DRECP), which overlaps the majority of the County's desert, will be the primary data source for the Desert region. The Desert geodatabase will include the DRECP vegetation community map, species occurrences, and species models. Bureau of Land Management land use information will also be incorporated, focusing on Areas of Critical Environmental Concern, Special Areas, and Desert Wildlife Management Areas.
- » **Mountain Geodatabase.** The Mountain geodatabase will include available data from the San Bernardino National Forest (SBNF), including species models and limited operating period areas, as well as Dudek's in-house repository of species data from over a decade of biological surveys in the SBNF. Vegetation mapping will be updated for the Mountain and added to the geodatabase.
- » **Valley Geodatabase.** Due to the urbanized nature of the Valley, the analysis for the Valley will rely primarily on the CNDDDB and County records for species occurrences and previous vegetation mapping. Vegetation mapping will be updated for the Valley and added to the geodatabase.

Following compilation of the geodatabase, Dudek will review the vegetation mapping completed for the 2007 General Plan and update it as needed for the Mountain and Valley geographies. Dudek biologists will review the 2007 vegetation communities and use GIS software to update the vegetation communities based on aerial photography from Google Earth and available biological information, including statewide vegetation data (such as the Fire and Resource Assessment Program and California GAP Vegetation Data), U.S. Geologic Survey topography, NHD data, and soils data. Field work is not proposed for this effort. To maintain consistency with the vegetation mapping in the Desert region, vegetation mapping will follow the same National Vegetation Classification Standards used in the DRECP vegetation map. Where possible, the vegetation mapping will be done to the "alliance" level, but the coarser group level may be used where there is insufficient data to map to the alliance level. Wetlands and washes will be mapped at a 1-acre mapping unit; modified or unvegetated lands (such as agriculture or urban development) will be mapped at a 2.5-acre mapping unit; and a 10-acre mapping unit will be used for everything else.

An existing conditions report will be prepared summarizing the results of the database queries, vegetation mapping, and other data review. The report will be organized by geography and will describe general ecological and climatic conditions, unique habitat or open space features, major waterways, vegetation communities, and special status species in each area.

Dudek's scope assumes that the County will provide GIS layers of all biological resources analyzed in the biological resources section of the 2007 PEIR, and that vegetation mapping will require minimal updates and no more than 300 hours of biological staff time.

7.2.3 Biological Resource Policy Development and Habitat Conservation

Under this task, Dudek will craft and provide input on goals and policies for the biological resources section of the Conservation Element. Goals and policies will be based on biological data reviewed as well as input from the County, the public, and stakeholders. This will be a collaborative team approach to integrate with the other sections of the Countywide Plan, such as conservation areas, parks, and open space. The updated policies will be self-implementing, meaning that they will define a process, integrated with the County's existing development review procedures, and will include the responsible party, time frame for completion, or other information to ensure progress can be tracked and reported on an annual basis.

Additionally, Dudek will develop an inventory of conserved lands, prepare focal species occurrence analysis on known conservation lands, conduct a gap analysis, and develop priority areas for development and conservation.

Develop an Inventory of Conserved Lands. Dudek will develop an inventory of conserved lands for the County as part of the Scenario Modeling and Land Use Planning component. The conserved lands inventory will include public lands designated for open space or conservation purposes, lands held by land trusts and other non-profits, and lands set aside for mitigation purposes. The geospatial inventory will build off of existing inventories developed at the state and regional levels, County inventories, SANBAG inventories, and other existing databases. The conserved lands inventory will also be set up for use as a system for long-term tracking of new conservation acquisitions. The tracking and inventory system should be established in an acceptable, uniform format for ease of use by multiple jurisdictions and integration into a single tracking system. The conserved lands inventory will include attributes for land ownership, ownership class, management entity, management class, and protective mechanism. The conserved lands inventory will be the basis for the conservation levels assigned to lands in the gap analysis task.

Prepare Focal Species Occurrence Analysis on Known Conservation Lands. Dudek will prepare a focal species analysis for the County as part of the Scenario Modeling and Land Use Planning component. The focal species analysis will develop criteria for evaluating which special-status wildlife and plant species will be the focus of the habitat conservation elements of the planning effort. Criteria for evaluating and determining the focal species for habitat conservation planning would include potential for the species to occur in the County, regulatory status for the species, threats and stressors to the species, and species' ecological function or role. The focal set of

species developed through this evaluation will be the target species for conducting the gap analysis, developing biological goals and objectives, and targeting conservation lands in the tasks below. No focused surveys for species are included in this analysis.

Conduct Gap Analysis. An important step in conservation planning is to conduct a gap analysis, the results of which help develop the biological goals and objectives of a conservation plan. A gap analysis relies on GIS analysis of spatial data (i.e., biological data, land ownership, land uses, and designated management status) to assess the distribution of biological resources (e.g., natural communities, species distributions) relative to the distribution of protected lands (areas protected and managed to maintain biological resource value) to identify any “gaps” in protection (e.g., biological resources that are not well protected). A gap analysis is used to identify gaps in representation, ecological processes or functions, and management of existing protected areas. The identification of gaps helps to focus the attention of the conservation strategy on areas most at risk or that would most benefit from conservation actions (e.g., acquisition, restoration, management, monitoring).

Dudek will use the conservation lands inventory and tracking system (discussed above) to identify the existing conserved/managed lands and the focal species as the conservation targets for the gap analysis. Dudek will conduct the gap analysis to quantify and geospatially represent focal species and other resources that are adequately conserved under existing conditions and focal species and other resources that should be prioritized for additional conservation actions. Based on the gap analysis, biological goals and objectives will be developed and conservation will be prioritized.

Develop Priority Areas for Development and Conservation. Based on the gap analysis and biological goals and objectives developed in the tasks above, Dudek will prioritize areas for development and conservation as part of the Scenario Modeling and Land Use Planning component. Areas supporting focal species or resources that lack existing protection/management (i.e., gaps) and have been identified as a priority in the biological goals and objectives would be considered a conservation priority. Dudek will spatially overlay these priority areas to produce a conservation priorities map as an input to the planning process. These conservation priorities would serve as a type of reserve design developed to achieve species, habitat, and function representativeness and persistence. The conservation prioritization areas must also incorporate tenets of conservation biology, such as “bigger is better,” “connected is better,” and “reduced edge effects are better.” The conservation prioritization process will also incorporate current and future conditions, within reasonable and practical limitations, including climate and urbanization changes to be successful long-term.

7.2.4 PEIR Support

Dudek will prepare the biological resources section of the PEIR. This section will provide a summary of the existing biological resources described in the biological report and will identify special-status plant or wildlife resources, special-status vegetation communities and/or riparian communities, and wildlife movement corridors that could be impacted by the proposed biological resources policies. It is anticipated that the proposed biological resources policies will primarily protect and/or mitigate impacts to existing biological resources.

TASK 7.3 CULTURAL AND PALEONTOLOGICAL RESOURCES (SWCA)

The following subtasks outline SWCA's proposed scope of work for conducting cultural and paleontological resources studies in support of the Countywide Plan and PEIR. Due to the programmatic nature of the Countywide Plan, SWCA will limit the current study to a cultural resources and paleontological records search, sensitivity mapping, Native American Contact Program, and mitigation recommendations in support of the PEIR. SWCA will prepare the results of the cultural and paleontological resources studies in independent technical reports.

7.3.1 Cultural Resources

Records Search and GIS Sensitivity Model. Due to the size of the County and number of cultural resources known to exist within the plan area, SWCA will select a stratified, random sample of lands within the plan area and areas of anticipated growth and conduct a California Historical Resources Information System (CHRIS) records search of those areas at the San Bernardino County Archeological Information Center. The primary purpose of the CHRIS search is to obtain the sample of data that can be digitized and used to inform a cultural resources constraints study and GIS analysis. The data will be used to produce a correlative predictive model for cultural resources based on the CHRIS data and publicly available environmental GIS datasets.

Correlative models are based on the assumption that there is often an underlying spatial relationship between the location of resources and aspects of the natural environment, such as the direction of slope and distance to water. By using GIS analysis to examine the relationships between known cultural resources and these environmental variables, many statistical techniques are available to extrapolate a map of an area showing the relative probability that cultural resources would be present, even in areas that have not been previously examined.

The sensitivity maps can be used for high-level planning purposes and to inform the mitigation for future work in the plan area. In addition to the cultural resource inventory records and reports, an examination will be made of historical maps, the National Register of Historic Places, the California Inventory of Historical Resources, and the listing of California Historical Landmarks. The records search will also reveal the nature and extent of any cultural resources work previously conducted

within the sample. The proposed scope does not include the survey, recordation, or evaluation of historic properties. These services can be included at additional cost if desired.

Native American Contact Program. SWCA will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will identify any NAHC-listed Native American sacred lands in the County. In addition, the NAHC will provide a list of Native American contacts for additional information. SWCA will prepare and mail a letter to each of the NAHC-listed contacts, asking if they know of any Native American cultural resources within or immediately adjacent to the project area. One telephone call will be made to each of the Native American groups on the NAHC list to document good-faith efforts to follow up. If additional Native American contact is required, SWCA would request a change order to complete this additional work.

Cultural Resources Technical Report. Upon completion of the literature review and initial Native American consultation, SWCA will prepare a cultural resources technical report that will focus on cultural and historical resource sensitivity at a program level for the entire County. This technical report will document the results of the literature review and Native American consultation, provide a prehistoric and historic context for the plan area, and provide management recommendations and mitigation for resources within the Plan area. Recommended Countywide Plan policies for cultural resources will also be provided.

The report will meet the Secretary of Interior's Standards and Guidelines and follow the Office of Historic Preservation's Archaeological Resource Management Reports: Recommended Contents and Format. The report will include maps depicting the study area, known historic properties, and previously recorded areas.

The report will include a list of all known historic properties, including any that have been found eligible or listed on the National Register of Historic Places or California Inventory of Historical Resources. It will incorporate any data that the County provides as well. If countywide data on building ages are available, SWCA will include this data in the GIS analysis and resulting sensitivity map, which will address portions of the plan area that may be sensitive for historic properties and provide information regarding unevaluated properties that will come of historic age within the period covered by the Countywide Plan. SWCA will also draw on data presented in each of the 14 Community Plans.

If the locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, it will be considered confidential, and the report may not be distributed to the public. To protect these sensitive resources, the confidential technical report

shall be made available only to qualified cultural resources personnel, the landowner, and project management personnel on a “need to know” basis.

Assist the County with SB 18 and AB 52 Native American Consultation. The adoption of the Countywide Plan will require formal government-to-government consultation between the County of San Bernardino and NAHC-listed Native American bands or tribes pursuant to Senate Bill 18 of 2005 (SB 18). Under the recently approved Assembly Bill No. 52 (AB 52), the County, as the lead agency, is also required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report.

SWCA will assist the County with consultation for both SB 18 and AB 52 by contacting the NAHC on its behalf for a review of the Sacred Lands File and to request a list of SB 18– and AB 52–specific Native American contacts. SWCA will provide the County letter templates, checklist, and detailed instructions to ensure the County can complete meaningful consultation with interested Native American groups. This task does not include meetings or additional consultation. However, should additional consultation be requested, SWCA can assist the County by recommending an outreach and consultation strategy and coordinating and attending any requested meetings.

7.3.2 Paleontological Resources

Paleontological Literature Review and Record Search. SWCA will request records maintained by the San Bernardino County Museum (SBCM) to determine whether paleontological resources have previously been recorded within the proposed plan area. Due to the size of the plan area, the PlaceWorks Team will work with the SBCM on a strategy to produce a representative sample of extant fossil locality information within the plan area. If necessary, SWCA will implement a random, stratified sampling strategy similar to that proposed for cultural resources, above.

The PlaceWorks Team will review published and unpublished literature and geologic maps encompassing the plan area to thoroughly assess the paleontological resource potential. Using the results of the record search, geologic map search, and literature review, the PlaceWorks Team will evaluate and analyze the paleontological resource potential (sensitivity) of all geologic units within the plan area, in accordance with professional standards of the Society of Vertebrate Paleontology (SVP). The proposed scope of work does not include a paleontological field survey.

Paleontological Resources Technical Report. At the conclusion of the records search, SWCA will prepare a paleontological resources technical report that documents the results of the paleontological study. It will describe the geology of the project area in terms of paleontological content and sensitivity; present the results of the paleontological sensitivity analysis; summarize and discuss any previously recorded fossil localities within the project area; and discuss the

significance of previously recorded localities within the project area and elsewhere in the same geologic units. A sensitivity map of the project area will also be included in the document. The report will present paleontological resource mitigation recommendations and provide recommendations for the Countywide Plan policies relative to paleontological resources.

TASK 7.4 FIRE HAZARDS (DUDEK)

Dudek's fire protection planners will provide various project support functions during the land use modeling project phase as well as throughout the project, assisting with policy development.

The baseline for developing fire safety policies for the Countywide Plan is a solid understanding of the fire hazard and risk presented by wildlands, special hazard land uses, and varying occupancy types throughout San Bernardino County. Dudek will use existing Countywide risk assessment (CRA) information available through San Bernardino County Fire Department and CAL FIRE. As necessary, this information will be augmented and updated to more accurately reflect day-to-day risk and higher-risk periods. The CRA will document areas subject to higher fire hazard potential in order to prioritize fire hazards and appropriate fire safety policies, including a focus on fire hazard abatement through code enforcement.

The County's widely diverse landscape includes numerous wildland-urban intermixed areas; rugged terrain; valleys, scrub, grasslands, and forests; and distinct weather patterns. Much of this assessment has been provided through a coarse-level CAL FIRE effort, and that data will be utilized in the CRA. The CRA approach will refine and accurately identify and portray risks, and develop appropriate, implementable policies that will be used for developing and implementing risk mitigating measures and requirements. Wildfires will still occur, but a well-planned strategy for keeping citizens and their property defensible and safe starts with the baseline fire safety goals that will be developed as part of this project.

This Countywide effort will help focus and coordinate fire hazard reduction efforts across the County's various jurisdictional boundaries, resulting in more focused measures where they are needed most.

The development of the CRA will utilize a GIS-based fire hazard overlay analysis approach. Dudek will work closely with County Fire Department staff and utilize existing available data sets from CAL FIRE and County Fire for this analysis. The following tasks outline Dudek's approach to address fire hazards.

7.4.1 Kick-off Meeting and Initial Stakeholder Outreach

At the kick-off meeting, lines of communication and milestones/critical paths will be established and stakeholder information collected. In an effort to promote the community-focused nature of

this project, Dudek will gather public input from stakeholder groups (fire agencies, resource conservation districts, U.S. Forest Service and state foresters, range improvement associations, etc.) and incorporate it in to the project’s decision process and final product. Experience shows that gaining stakeholder input in the early stages of the fire safety planning process is critical to developing a product that will be approved and implemented.

This scope assumes that the public input process for fire safety will occur in conjunction with the project’s overall public outreach. As necessary and authorized, the PlaceWorks Team will conduct separate outreach efforts, including on-line surveys, webinars, and/or GoTo meetings, all of which can provide important information to a wider audience of concerned stakeholders.

7.4.2 Data Acquisition, Processing, and Management

The initial task in developing a CRA is to acquire, process, and manage numerous datasets. Data for this analysis will be processed and analyzed in GIS, specifically ArcMap 10.3. Variables affecting wildfire behavior, wildfire potential, and damage potential will be included in the analysis. The following GIS data sets will, as available, be used in the CRA:

- » Existing fire safety goals, fire codes and ordinances, design standards, and related fire requirements for existing and new development.
- » Fire hazard severity zones: the most recent County data (CAL FIRE)
- » Fire history: historic fire perimeters, available through CAL FIRE and/or the County
- » Fire frequency: derived from the fire history data set; represents the quantity of times an area has burned
- » Fire behavior modeling results: derived from FlamMap analysis for the County

Other data sets to be used in this evaluation include:

- » Topography (slope, aspect, elevation), derived from analysis of digital elevation model data for the County (30-meter resolution, or better, if available)
- » Fuels, derived from LANDFIRE data sets with 30-meter resolution, unless other vegetation/fuels datasets can be obtained with finer resolution
- » Weather, derived from remote automatic weather stations (RAWS) data or other County-provided data files
- » Values-at-risk ratings, derived from the County Fire data set
- » Level of service, derived from the County Fire data set
- » Fire ignition locations, wildfire start locations (if available)
- » Ignition concentration areas, areas of concern for the County, including locations where fire starts are likely

- » Transportation network within the County
- » Fire station locations, locations of existing fire stations
- » County, city, and other district boundaries
- » Land ownership, identifying public, private, and open space preserves
- » Individual parcel boundaries
- » Designated wildland-urban interface areas
- » Distance from firefighting resources, areas of the County that are far from existing fire stations are at a higher risk of structural damage from a wildfire. Development of this dataset will utilize the Network Analyst extension in ArcMap to generate a response-coverage area for existing County fire stations. The response coverage will be divided into 1-minute intervals that represent travel time from a station to a particular area of the County. The currently available roads dataset from the County will be used.

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7.4.3 Countywide Risk Assessment

Dudek will work with project GIS analysts to prepare a color-coded GIS map that portrays the highest hazard areas. These maps are very useful for public participation and involvement at later stages of the project.

7.4.4 Countywide Risk Assessment Summary Document

Following completion of the CRA, Dudek will prepare a summary document that incorporates existing information already compiled by the County, County Fire, and other sources. The document will accurately reflect current conditions and priorities and will utilize the results of the CRA analysis as a basis for development of fire safety policies.

7.4.5 Fire Safety Policy Consultation and Coordination

Dudek will provide consultations as fire safety policies are developed and will coordinate with team specialists preparing policies for other categories where fire safety will need to be considered. Dudek anticipates this will include general consultations, requiring the following specific subtasks:

- » Meeting attendance: up to 6 meetings
- » Document review: various sections and full documents
- » Coordination/communications with team members: ongoing during project
- » Development of on-line content

Dudek understands that it is one member of a team of people who will provide content for the policies. It will apply its collective fire safety and protection planning experience to the

development of policies and will rely on County Fire to share their knowledge, insight, and understanding of the fire risk to help inform and shape the final policies. Dudek also knows that the County Fire already has a solid understanding of the wildfire threats within its jurisdiction, and the team seeks to leverage that information to inform the policies that are developed in this process.

TASK 7.5 STORMWATER, HYDROLOGY, AND WATER QUALITY REPORT (DUDEK)

Baseline, Scenario Modeling, and General Plan Policy Support. Dudek's engineers will provide various project support functions during the land use modeling project phase and throughout the project to assist with policy development. As part of the drainage/flood control infrastructure evaluation, Dudek engineers will request and review record information, including GIS data, facility maps, hydraulic models, and master plan data from the County Flood Control District related to storm drain infrastructure in the project area. (Note that this information will be supplemental to the needs assessment and proposed flood infrastructure work previously provided to the County by Dudek as part of the Countywide Development Impact Fee effort.)

Working with the County, project team, and applicable public utility agencies, Dudek will review the reference information noted above and identify the necessary infrastructure and service improvements to support future development with respect to location, timing, costs, and how they could be financed. Dudek does not anticipate that any hydraulic or network capacity analysis will be required.

Technical Report and PEIR Support. A stormwater hydrology and water quality technical report will be prepared per the requirements of the County storm water management plan (SWMP). The report will include a review of hydrologic settings throughout the County; a review and summary of site drainage characteristics (physical, soil conditions, topography, etc.) to define typical 100-year runoff rates for development projects; and a discussion of surface- and groundwater resources and quality based on available data.

Dudek will use FEMA flood maps (available from the U.S. Geological Survey), available Regional Water Quality Control Board and Department of Water Resources data, the County SWMP, and topographic maps to discuss the current hydrologic setting. The report will generally identify potential changes in surface- and groundwater runoff and quality characteristics that could occur due to the impacts of the Countywide Plan growth patterns. Appropriate mitigation measures, including best management practices (BMPs), will be discussed, as necessary, to address downstream impaired water bodies and to reduce potential project related impacts.

Information needed for the Hydrology and Water Quality section of the PEIR will be provided as part of the Stormwater Hydrology and Water Quality Technical Report. Dudek environmental

planners will work with hydrology technical experts to prepare a summary of the cumulative impacts associated with potential project impacts to water quality and hydrology conditions.

It is assumed that detailed area studies and inventories will not be required to arrive at recommendations for standard development guidelines, and that suggestion for large-facility infrastructure improvements will be based on recommendations from the respective agencies and applicable reference documentation.

TASK 7.6 UTILITIES (WATER, SEWER, AND WATER SUPPLY) (DUDEK)

Baseline, Scenario Modeling and General Plan Policy Support. Dudek's engineers will provide various project support functions during the land use modeling project phase and throughout the project to assist with policy development. As part of the water and sewer infrastructure evaluation, Dudek engineers will:

- » Request and review record information, including GIS data, facility maps, hydraulic models, and master plan / urban water management plan (UWMP) data from water and sanitary sewer (collections and treatment) service providers for the unincorporated areas of the County.
- » Coordinate with applicable utility agencies to inquire about operational or maintenance challenges
- » Review current operations and area studies to determine the current global practice and sources for providing water as well as where sanitary sewage is flowing for treatment or diversion and capacity of said treatment facilities.

Working with the County, project team, and applicable public utility agencies, Dudek will review the reference information noted above and identify the necessary water and sewer system infrastructure and service improvements to support future development with respect to location, timing, costs, and how they could be financed. Dudek does not anticipate that any hydraulic or network capacity analysis will be required as part of the scope of work

For the water supply evaluation, demand requirements for potable water use will be cross-referenced against each applicable agency's UWMP documentation to ensure that they are consistent with the growth projections and supply reliability conclusions of the UWMP.

Dudek assumes that the timing of this work will coincide with the preparation of updated UWMPs for 2015. UWMP documents evaluate the supply reliability of all sources of potable and recycled water (including surface and groundwater). It is anticipated that the UWMP's update for 2015 will include compliance with the Sustainable Groundwater Management Act of 2014 (AB 1739, SB 1319, and SB 1168.)

Technical Memorandum for PEIR Support. The Dudek team shall prepare a technical memo related to water and sewer infrastructure in support of the Countywide Plan and PEIR. The technical memo will summarize existing deficiencies and conceptually plan capacity enhancements or new infrastructure for regional and backbone utilities, considering community goals and priorities and water conservation measures when determining necessary phasing improvements and identifying infrastructure costs. The infrastructure technical memorandums will address phasing and capacities of proposed infrastructure buildout for the appropriate systems, including storm drainage, sanitary sewer, and water.

TASK 7.7 TRANSPORTATION (FEHR & PEERS)

Fehr & Peers will take the lead on developing the transportation study for inclusion in the PEIR. This study will address the primary topics currently encompassed in the CEQA Appendix G checklist (significance thresholds), including but not limited to:

- » Vehicular circulation
- » Roadway design and safety
- » Consistency with regional planning documents such as the Congestion Management Plan
- » Impacts to non-motorized facilities

Based on the results of the transportation study and coordination with the County and project team, Fehr & Peers will recommend alternate CEQA thresholds to analyze transportation issues based on both the general plan policies and applicable legislation such as SB 743. Instead of focusing on level-of-service metrics (based on auto delay), SB 743–based thresholds will use alternate metrics (e.g., VMT). The State Office of Planning and Research is currently in the process of developing guidelines to implement SB 743 for adoption later in 2015 or early 2016, and it is possible that the Countywide Plan PEIR could be challenged if it fails to address the requirements of SB 743. Developing and adopting updated CEQA thresholds prior to the preparation of the Countywide Plan PEIR would allow the County to address SB 743 in a fashion that is tailored to the County, rather than having to revise the document during the response to comments phase.

The transportation study will be formatted as a stand-alone study for inclusion as an appendix to the PEIR. Key elements of this study will include but not be limited to:

- » Description of existing conditions
- » A listing of the land use changes associated with the County Policy Plan (including changes proposed through the CPC)
- » A listing of policies from the County Policy Plan related to transportation (including the integrated CPC policies)

- » Future traffic forecasts
- » Impact analysis
- » Recommended mitigation measures (as needed, although transportation impacts are anticipated to primarily be mitigated by Countywide Plan policies)

The primary analytical tool for this analysis will be the updated SANBAG Regional Model, which is a version of the SCAG Regional Model that has been detailed to include additional zones and roadway networks within San Bernardino County. Fehr & Peers is currently assisting SANBAG staff with an update to this model through an on-call modeling contract. The use of this model is a critical element because SB 743 requires the analysis of induced travel as a CEQA issue, which requires the use of a locally validated/calibrated travel demand model. Should the Countywide Plan include new roadway facilities or development in less accessible locations, the PlaceWorks Team anticipates that this issue will be a critical one to evaluate in the PEIR. The issue of induced travel also represents a potential avenue of challenge if not properly documented in the transportation study.

Fehr & Peers anticipates that the County Policy Plan and CPC will be primarily self-mitigating through four mechanisms:

- » The County has the ability to limit growth to locations where there is deficient transportation infrastructure
- » The County also has the ability to add transportation infrastructure in locations where impacts might occur.
- » If transportation infrastructure is required, existing fee programs such as the Countywide Nexus Study can fund future improvements in some, but not all, areas of the County. The 2007 PEIR employed the Nexus Study as a primary mitigation measure. While there are other sources of funding that could provide supplemental funding (e.g., SANBAG Measure I program), these sources are likely to be insufficient to fully fund all necessary improvements. Therefore, identifying supplemental funding sources for roadway construction and maintenance based on these limitations and others will be a key aspect of the County Policy Plan and CPC.
- » Countywide Plan policies. At this time, it is difficult for Fehr & Peers to precisely scope the extents of the transportation study since it will address impacts of the County Policy Plan and CPCs simultaneously. Additionally, it may be necessary to address impacts of the County Policy Plan and CPCs to incorporated areas for CEQA purposes. The status of SB 743 also creates a certain amount of uncertainty regarding the transportation analysis. For scoping and budgeting purposes, Fehr & Peers has assumed the following:

- » Fehr & Peers will analyze up to 200 discrete roadway segments, which would be distributed along the nearly 2,800 miles of County roadways plus other roadways under the jurisdiction of Caltrans and other agencies in the unincorporated areas. These roadway segments may also include segments in adjacent jurisdictions.
- » Fehr & Peers will also analyze impacts to up to 40 intersections, which would likely include a portion of the 85 signalized intersections under the jurisdiction of the County plus other unsignalized locations (e.g., at intersections shared by the County and another jurisdiction, or intersections in incorporated jurisdictions impacts by County traffic). This total may also include intersections in areas adjacent to the County in incorporated areas—should that information be referenced in any NOP comment letters or through the development of the CPCs.
- » The analysis of roadway segments and intersections will be supplemented by the analysis required to address SB 743, specifically VMT and induced travel

Fehr & Peers will prepare a draft transportation study for review by the project team and will provide an updated version to County staff for further review and comment.

TASK 7.8 NOISE (PLACEWORKS)

PlaceWorks' in-house noise specialists will prepare a noise analysis in support of the PEIR and the update of the Countywide Plan. The noise analysis will describe existing conditions, discuss relevant standards and criteria for noise and vibration exposure, evaluate potential noise and vibration impacts with implementation of the Countywide Plan, and identify mitigation measures to reduce significant impacts. Mitigation measures and development standards will be included to help streamline future projects consistent with the Countywide Plan. Possible recommendations would be to designate buffer zones where developments outside these areas would not require subsequent acoustical evaluation, or a radius where construction noise and vibration analyses from future developments would not be required. The following sections discuss the approach for the noise analysis.

Existing Conditions. PlaceWorks will review the existing Noise Element of the general plan, use aerial photography, and rely on the results of ambient noise level measurements to document the existing noise conditions throughout the study area. To the extent feasible, the PlaceWorks Team will coordinate with County staff to obtain and utilize noise measurement results from completed environmental document efforts.

To supplement this ambient noise dataset, PlaceWorks will conduct focused noise level monitoring at up to 25 locations in unincorporated areas of the County. This will consist of a combination of 20 short-term (15-minute) and 5 long-term (24-hour) measurements. The noise measurement locations, selected by the consultant in coordination with County staff, will be used to identify and

quantify the major noise sources within the County, such as freeways, primary arterials, railways, airports, and major industrial and utility plants.

Long-Term Noise Conditions. The analysis will discuss major stationary noise sources (industrial areas, utility plants, etc.) and transportation noise sources in the County. Noise from vehicular traffic will be assessed using a version of the U.S. Federal Highway Administration (FHWA) Traffic Noise Model; these contours will be developed based on traffic forecasts provided in the traffic impact analysis for the project. PlaceWorks noise specialists will coordinate with Fehr & Peers to obtain traffic forecasts, vehicular speeds, truck mix, and roadway design features to best predict traffic noise levels.

This analysis will identify areas along freeway and roadway segments that would be exposed to noise increases above levels that are compatible with the development of the proposed land uses. In addition, the noise analysis will identify potential noise impacts from freight and passenger rail operations. Noise level data from the three major airports and the six County-owned general aviation airports will be gathered from available airport land use plans. No airport noise modeling is included as part of this scope.

Noise and Land Use Compatibility and Countywide Plan Support. Transportation-related noise levels will be summarized on figures and provided as GIS data to present noise level contours for existing and long-range scenarios to facilitate future information processing relative to community noise conditions, and to assist on the formulation of Countywide goals, policies, and actions related to noise and land use. An analysis will be prepared to assess noise and land use compatibility for focused areas in the County, including the Community Plans in the Mountain, Desert and Valley regions that could be affected by land use changes or by changes in transportation patterns. The noise team will coordinate with the preparation of the Land Use Element to identify land use changes and how they would potentially affect the future community noise environment with the goal of identifying potential incompatibilities between ambient noise and the proposed land uses.

PEIR Noise Section. The results of this analysis will be summarized in the PEIR noise section, and pertinent calculation details will be provided in an appendix. Consistent with the objective in the PEIR, the noise analysis will include mitigation measures and identify development standards and tools to help apply CEQA tiering methods to streamline analyses for future development projects that are consistent with the Countywide Plan. The mitigation measures and design standards would be primarily developed according to calculated ambient noise level contours maps and land use maps for each subarea region in the unincorporated County.

COMPONENT 8. POST-ADOPTION PLAN AND TRAINING

Board of Supervisors’ adoption of the Countywide Plan will signify a major accomplishment for the County of San Bernardino, but it will also mark a new starting point for the work that remains to be done. Throughout the design phase of the web-based plan, the PlaceWorks Team will be working closely with and training Information Services Department and other staff who will be responsible for “operating” the plan. It is the goal to have a plan that is ready for hand-off at the end of the adoption process. That being said, the PlaceWorks Team understand that there will likely be a period of refinement and “tweaking” immediately thereafter, and that the team will inevitably need to work closely with staff to ensure everything runs smoothly. During the first year after adoption (Year One), the team anticipates five primary tasks:

- » Preparation of a training and operations manual for the Countywide Plan website
- » Consultation for 12 months to successfully implement the business plan (i.e., updating indicators, summarizing progress, informing short-term County goals and priorities, and influencing the annual budget)
- » Technical support for long-term use of the growth scenario model
- » Technical support and training for the fiscal analysis model
- » Technical support for maintaining and updating data for the tracking and feedback mechanism

COMPONENT 8 DELIVERABLES

Task 8.1 Website Training & Operational Manual (PlaceWorks)

- » Draft and final website training and operations manual

Task 8.2 Business Plan Implementation and Consultation (PlaceWorks)

- » Bi-monthly meetings with the project management team and/or others responsible for implementation of the business plan (24)
- » Detailed schedule demonstrating when and how the different components of the business plan interact. Schedule will include critical path items for refinement of indicators, progress evaluation, policy/implementation recommendations, County goals and objectives processes, and adoption of the annual budget.
- » Updated implementation plan identifying website improvements that cannot be completed within the budget and schedule of Year One.

Task 8.3 Growth Scenario Model Technical Support (Calthorpe Analytics)

- » 100 hours of technical support

Task 8.4 Fiscal Analysis Model Training and Support (TischlerBise)

- » Fiscal analysis model training manual

- » 2 onsite training sessions
- » 40 hours of technical support

Task 8.5 Data Management and Support for Tracking and Feedback System (Socrata)

- » Hardware maintenance
- » Service pack updates
- » System upgrades and product enhancements
- » Updated website and dashboard

TASK 8.1 WEBSITE TRAINING AND OPERATIONS MANUAL

During the design phase of the Countywide Plan website, PlaceWorks will carefully document all requirements for database management, provide content management system training for operators, identify and document all software and hardware requirements, and establish formal amendment protocols and procedures for the different components of the website (e.g., procedures for amending “general plan” versus other content).

The level of technical detail will be appropriate and easily understood by those responsible for updating or maintaining the various components. The manual will be prepared in both hard copy and digital forms.

TASK 8.2 BUSINESS PLAN IMPLEMENTATION AND CONSULTATION

Once the business plan is adopted (or potentially the preceding quarter), PlaceWorks will begin working with staff to implement it within the organization. Implementation during this period will include:

- » Educate those in the County organization who have not yet been involved in the project to familiarize them with the different components of the Countywide Plan, with particular attention to how the business plan works and what it means to their individual role and responsibilities in the County organization.
- » Implement the tracking and feedback system and use it to inform Year One County goals and objectives and the annual budget.
- » Identify improvements and expanded functionality of the plan and establish a plan for execution.

PlaceWorks, supported by Socrata and La Jolla Institute, will lead this effort.

TASK 8.3 GROWTH SCENARIO MODEL TECHNICAL SUPPORT

Calthorpe Analytics will provide up to 100 hours of support for the County in the ongoing use of the UrbanFootprint system for this project. The specific nature of ongoing use, the serving of the software platform to County users, ongoing costs, and other details will be discussed as the project progresses, and a detailed plan for ongoing use and support will be developed.

TASK 8.4 FISCAL ANALYSIS MODEL TRAINING AND SUPPORT

Upon approval and acceptance of the fiscal analysis model, TischlerBise will train a group of County staff on the methodology and user inputs of the model.

User Documentation. The user documentation developed by TischlerBise will include a training manual that discusses the use and technical aspects of the model. This will include a discussion of the different cost components for the various County service providers, including both facility- and nonfacility-related operating expenses, methodologies for forecasting future capital facility needs, and associated operating expenses. It will also include a discussion of the revenue projection methodologies and factors. The manual will provide virtually all of the information needed to operate and maintain the model. For example, the manual will discuss modification of cost/revenue factors, how the formulas work, and the creation of custom formulas, as well as how to amend financial policy factors, socioeconomic factors, and land use factors.

Implementation. TischlerBise will conduct two onsite training sessions with appropriate County staff and interested stakeholders. In the first training session, staff will be trained on the structure of the model, data inputs, how to incorporate different methodologies/demand factors, and how to develop additional modules. A second training session will be provided at a mutually agreed-upon time. The focus of this session will be to encourage various hands on applications and to answer questions. In addition to the two training sessions, TischlerBise will be available for up to 40 hours of toll-free technical assistance for one year. As part of the implementation, TischlerBise will work with County staff to determine the cost and staffing estimates required of the County to implement this fiscal impact model.

TASK 8.5 DATA MANAGEMENT AND SUPPORT FOR TRACKING AND FEEDBACK SYSTEM

This task focuses on implementation, maintenance, and technical support for the tracking and feedback system component of the business plan developed by Socrata. Because this system is cloud based (as described in Component 5, Countywide Plan), Socrata maintains the hardware, implements service packs, performs upgrades and product enhancements, and backs up the data supporting the system. As new indicators and data requirements change or expand during Year One, Socrata will update the database and dashboard mechanisms accordingly. Training for and

implementing the tracking and feedback system is covered in Task 8.2 through the Business Plan implementation.



F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number	
<input type="checkbox"/> Change	THEPLAN827			PLN			
<input type="checkbox"/> Cancel							
ePro Vendor Number				ePro Contract Number			
00001560				153793			
County Department			Dept.	Orgn.	Contractor's License No.		
Land Use Services			PLN	PLN			
County Department Contract Representative				Telephone		Total Contract Amount	
Karen Watkins, Planning Manager				(909) 387-4110		\$4,800,000	
Contract Type							
<input type="checkbox"/> Revenue		<input checked="" type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input type="checkbox"/> Other:	
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount
91832		May 20, 2015		May 20, 2019		\$4,800,000	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount	
AAA	PLN	PLN	200	2445	CWP&PEIR	\$4,800,000	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Project Name			Estimated Payment Total by Fiscal Year				
Web-based Countywide Plan			FY	Amount	I/D	FY	Amount
And Program EIR			14-15	\$4,800,000			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
PlaceWorks, Inc. hereinafter called "Consultant"

Address
3 MacArthur Place, Suite 1100

Santa Ana, CA 92707

Telephone (714) 996 - 9220 Federal ID No. or Social Security No. 95-2975827

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino desires to engage professional consulting services to create a Web-based Countywide Plan and Program Environmental Impact Report (PEIR); and

WHEREAS, the County conducted a competitive process to find a Consultant to provide these services, and

WHEREAS, the County finds Consultant qualified to provide professional services for the development of a Web-based Countywide Plan and PEIR; and

Auditor-Controller/Treasurer/Tax Collector Use Only		CAO Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS	Not required for mid fiscal year cancellations	
Input Date	Keyed By	Effective Date	Analyst Initials

WHEREAS, the County desires that such services be provided by Consultant and Consultant agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Consultant mutually agree to the following terms and conditions:

A. DEFINITIONS AND RULES OF CONSTRUCTION

A.1 Agreement. This Agreement, along with any attachments, collectively constitutes and hereafter is referred to as the "Agreement". This Agreement shall constitute the complete and exclusive statement of understanding between the County and consultant and supersedes any and all prior and contemporaneous agreements, written or oral, and all communications between parties relating to the subject matter of this Agreement.

A.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other work, or otherwise such conflict or inconsistency shall be resolved by giving precedence first to this Agreement and then to Attachment A:

Scope of Work for the Web-Based Countywide Plan and PEIR

A.3 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any deviation of such words, such examples are intended to be illustrative and not limiting.

B. CONSULTANT RESPONSIBILITIES

B.1 Pursuant to the provisions of this Agreement, the Consultant shall fully perform, complete and deliver on time and within budget, all tasks, deliverables, services and other work as set forth in the Consultant's Proposal consisting of Attachment A- Scope of Work for the Web-Based Countywide Plan and PEIR, Attachment B- Schedule; and Attachment C- Budget, which are incorporated herein by this reference. Consultant shall perform the services in a professional and expeditious manner.

B.2 If the Consultant provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim whatsoever against the County.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.3 Representation of the County

In the performance of this Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

C.4 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.5 Primary Point of Contact

Consultant will designate an individual to serve as the primary point of contact for the Contract. Consultant or designee must respond to County inquiries within two (2) business days. Consultant shall not change the primary contact without written acknowledgement to the County. Consultant will also designate a back-up point of contact in the event the primary contact is not available.

C.6 Change of Address

Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.7 Subcontracting

Consultant agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County Director of Land Use Services. Any subcontracting shall be subject to the same terms and conditions as Consultant. Consultant shall be fully responsible for the performance and payments of any subcontractor's Contract.

C.8 Agreement Assignability

Without the prior written consent of the County, the Contract is not assignable by Consultant either in whole or in part.

C.9 Agreement Modification/Use of Contingency Account

C.9.1 For purposes of this contract, The County Board of Supervisors is the body authorized to amend the contract's total maximum amount of compensation, based on a recommendation from the CEO. The Board authorizes the Director of Land Use Services to approve of any modifications to the original contract so long as the modification is within the total compensation approved by the Board and so long as the purposes of the project, as outlined in the Board Agenda Item, are achieved. Specifically, the Director of Land Use Services is authorized to review and approve alterations, variations, changes, amendments and modifications to line item budget amounts; Scope of Work components and tasks; time table tasks; and sub-contractors.

The Consultant agrees any alteration, variation, change, amendment, or modification to the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the body or person(s) authorized to do so on behalf of the Consultant and County. Such written request shall be submitted by the Consultant to the County and no work shall be performed on that requested item until it is approved by County.

C.9.2 The Director of Land Use Services is authorized to approve requests for use of Contingency funds (\$200,000) to ensure the achievement or furtherance of the objectives of the Countywide Plan.

C.10 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.11 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.12 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.13 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.14 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other Consultants for the same or similar services. The County does not guarantee or represent that the Consultant will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.15 Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, the Consultant shall notify the County within one (1) working day, in writing and by telephone.

C.16 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.17 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District or the Federal District Court, Riverside County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.18 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.19 Licenses, Permits and/or Certifications

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Consultant shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Consultant will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.20 Prevailing Wage Requirements

By its execution of this Contract, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services/Scope of Work available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Consultant shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

C.21 Conflict of Interest

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Consultant shall make a reasonable effort to prevent employees, Consultant, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.22 Improper Consideration

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.23 Former County Administrative Officials

Consultant agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Consultant. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.24 Improper Influence

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

C.25 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.26 Ownership of Documents

All documents, whether in printed or electronic form, including but not limited to data, products, graphics, computer programs, and reports prepared by the Contractor pursuant to this Agreement shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Agreement, subject to the requirements of Section VI, Paragraph A, 15 (Termination for Convenience). Unless otherwise directed by the County, Contractor may retain copies of such items.

Pursuant to Attachment E – Ownership and Copyright Terms Specific to Subconsultants, nothing herein shall be construed to restrict, impair or deprive PlaceWorks or their subconsultants of any of its rights or proprietary interest in technology or products that existed prior to and independent of the performance of Services or provision of materials under this Agreement. Excluding pre-existing computer programs, and related documentation, all documents, whether in printed or electronic form, including but not limited to data, products, graphics, computer programs, and reports prepared by the Contractor pursuant to this Agreement shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Agreement, subject to the requirements of Section VI, Paragraph A, 15 (Termination for Convenience). Unless otherwise directed by the County, PlaceWorks and their subconsultants may retain copies of such items.

C.27 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Agreement including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Agreement shall acknowledge the County of San Bernardino as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by

Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement must be filed with the County prior to publication.

Pursuant to Attachment E – Ownership and Copyright Terms Specific to Subconsultants, nothing herein shall be construed to restrict, impair or deprive PlaceWorks or their subconsultants of any of its rights or proprietary interest in technology or products that existed prior to and independent of the performance of Services or provision of materials under this Agreement. Excluding pre-existing computer programs, and related documentation, all documents, whether in printed or electronic form, including but not limited to data, products, graphics, computer programs, and reports prepared by the Contractor pursuant to this Agreement shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Agreement, subject to the requirements of Section VI, Paragraph A, 15 (Termination for Convenience). Unless otherwise directed by the County, PlaceWorks and their subconsultants may retain copies of such items.

C.28 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

C.29 Damage to County Property

Consultant shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Consultant or its employees or agents. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the County may make any necessary repairs. The Consultant, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Consultant from the County.

C.30 Air, Water Pollution Control, Safety and Health

Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Consultant agrees that the Consultant and the Consultant's employees, while performing service for the County, on County property, or while using County equipment:

C.31.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

C.31.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

C.31.3 Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Consultant or Consultant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Consultant shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

C.32 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for this product produced under the terms of this Contract are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days, upon written notification to the Consultant. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Consultant will be barred from all future solicitations, for a period of at least six (6) months.

C.33 Environmental Requirements

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Consultant to use recycled paper for any printed or photocopied material created as a result of this Contract. Consultant is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Consultant must be able to annually report the County's environmentally preferable purchases. Services providers are asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

C.34 Employment Discrimination

During the term of the Contract, Consultant shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.35 Debarment and Suspension

The Consultant certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

C.36 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.37 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Consultant certifies that at the time the Contract is signed, the Consultant signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract

Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Consultants are cautioned that making a false certification may subject the Consultant to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.39 County Primary Contact

The Director of Land Use Services shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Consultant. The County of San Bernardino Board of Supervisors must approve all amendments to this Contract, with the exception of the provisions listed in Section C.9.

C.40 Records

Consultant shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Consultant's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

C.41 Termination for Convenience

The County for its convenience may terminate this Agreement in whole or in part upon thirty (30) calendar day's written notice. Such adjustment shall provide for payment to the Consultant for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.42 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Consultant selected for contract award. Failure to provide the information may result in a disqualification from the award of contract to Consultant. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Consultant also may be requested to provide information to clarify initial responses. Negative information discovered may result in disqualification of award of contract.

Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

D. TERM OF CONTRACT

This Contract is effective as of May 20, 2015 and expires May 20, 2019 but may be terminated earlier in accordance with provisions of this Contract. The final year of the contact is for training and operation of the Web-Based Countywide Plan, consultation to implement the Business Plan, and technical support for the growth scenario model, fiscal analysis model, and data updates.

The County and the Consultant each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

E. COUNTY RESPONSIBILITIES

E.1 The County is not responsible for representations made by any of its officers or employees prior to the execution of this Agreement unless such understanding or representation is included in this Agreement.

F. FISCAL PROVISIONS

F.1 *Reserved*

F.2 The maximum amount of payment under this Contract shall not exceed \$5,000,000.00 and shall be subject to availability of other funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

F.3 Contractor shall provide County itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month. This provision shall not apply to those services provided by the subcontractor Socrata on a Software as a Service (SaaS), pursuant to terms contained in Attachment D – Minimum Terms for SaaS Consultant.

- F.4** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.
- F.5** Consultant shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.6** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.7** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Consultant shall not use current year funds to pay prior or future year obligations.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Consultant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Consultant indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Consultant shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Consultants and sub-Consultants. All general or auto liability insurance coverage provided shall not prohibit the Consultant and Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. The Consultant hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Consultant and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Consultant shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Consultant shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Consultant or County payments to the Consultant will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Consultant agrees to provide insurance set forth in accordance with the requirements herein. If the Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Consultant agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Consultant shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Consultant and all risks to such persons under this contract.

If Consultant has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of the Consultant providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Consultant is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and

shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

H.3 In the event the County determines that Proposer’s performance of its duties or other terms of this Agreement are deficient in any manner, County will notify Proposer of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Proposer shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and off-set the cost thereof from any amounts due the Proposer under this Agreement or otherwise.

I. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

I.1 Use of ARRA funds and requirements

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 (“ARRA”), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the “Buy American” requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by Consultants and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the “wage rate” requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Consultant must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Consultant will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Consultant agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Consultant may also be required to register in the Central Consultant Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Consultant must contact the County with any questions regarding registration requirements.

I.2 Schedule of Expenditure of Federal Awards

In addition to the requirements described in “Use of ARRA Funds and Requirements,” proper accounting and reporting of ARRA expenditures in single audits is required. Consultant agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, “Audits of States, Local Governments, and Nonprofit Organizations.” This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Consultant agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Consultant may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Consultant agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

I.3 Whistleblower Protection

Consultant agrees that both it and its sub-Consultants shall comply with Section 1553 of the ARRA, which prohibits all non-Federal Consultants, including the State, and all Consultants of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

J.1 Failure by Consultant to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

J.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Consultant thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Consultant for and during the period in which Consultant is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Consultant but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Consultant. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Consultant under this Contract and the balance, if any, shall be paid by the Consultant upon demand.

K. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile or email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*Karen Watkins, Planning Manager
County of San Bernardino
Land Use Services Department
385 North Arrowhead Avenue, First Floor
San Bernardino, CA 92415-0187
Karen.Watkins@lus.sbcounty.gov
FAX 909-387-3223*

*Brian Judd, Principal
PlaceWorks, Inc.
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
bjudd@placeworks.com
714-966-9221*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

L. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

IN WITNESS WHEREOF, the County of San Bernardino and the Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

► _____
James Ramos, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

(Print or type name of corporation, company, Consultant, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Brian Judd
(Print or type name of person signing contract)

Title Principal and Vice President
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form
► _____
Bart Brizzee, Principal Assistant County Counsel
Date _____

Reviewed by Contract Compliance
► _____
Trish Munoz, Staff Analyst II
Date _____

Presented to BOS for Signature
► _____
Tom Hudson, Director of Land Use Services
Date _____