

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 6/7/16

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



973

**SUBMITTAL DATE:**  
 June 7, 2016

**FROM:** TLMA/Airport Land Use Commission (ALUC)

**SUBJECT:** Authorize Approval and Execution of a Grant Agreement in the Amount of \$135,000 with the California Department of Transportation and a Professional Services Agreement with Mead & Hunt for Preparation of Amendments to the Countywide Policies of the 2004 Riverside County Airport Land Use Compatibility Plan, and the Jacqueline Cochran Regional Airport Land Use Compatibility Plan [All Districts] [\$205,000 total cost] Grant funds (66%), Development Fees (20%), General Funds (14%)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached grant agreement, wherein the California Department of Transportation will provide \$135,000 in funding and the County will provide \$15,000 as matching funds to update the 2004 Countywide Airport Land Use Compatibility Plan and the Jacqueline Cochran Regional Airport Land Use Plan; and
2. Approve and authorize the Chairman of the Board to execute the attached Professional Services Agreement with Mead & Hunt, Inc. for preparation of the Compatibility Plan amendments in the amount of \$204,360 through January 31, 2018.

Departmental Concurrence

  
 Ed Cooper, Director  
 Airport Land Use Commission

  
 Juan C. Perez, Director  
 Transportation & Land Management  
 Agency


FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 5000	\$ 200,000	\$ 205,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 28,000	\$ 28,000	\$ 0	

**SOURCE OF FUNDS:** California Department of Transportation Grant (66%), Development Fees (20%), General Funds (14%)  
 Budget Adjustment: No  
 For Fiscal Year: FY16&17

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

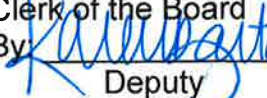
  
 Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: June 21, 2016  
 xc: TLMA-ALUC

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

Positions Added   
 Change Order   
 4/5 Vote   
 A-30

Prev. Agn. Ref.: 3-17, 4/14/2015

District: All

Agenda Number:

BACKGROUND:

3-67

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Authorize Approval and Execution of a Grant Agreement in the Amount of \$135,000 with the California Department of Transportation and a Professional Services Agreement with Mead & Hunt for Preparation of Amendments to the Countywide Policies of the 2004 Riverside County Airport Land Use Compatibility Plan, and the Jacqueline Cochran Regional Airport Land Use Compatibility Plan [All Districts] [\$205,000 total cost] Grant funds (66%), Development Fees (20%), General Funds (14%)

**DATE: June 7, 2016**

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### **Summary**

By previous agenda item, the Board of Supervisors authorized ALUC to apply for a State grant to update the 2004 Airport Land Use Compatibility Plan (ALUCP). As a result of ALUC's proposal, the California Department of Transportation has agreed to award ALUC \$135,000 towards a \$150,000 project for this endeavor. In order to obtain the Grant, the County is required to enter into all necessary contracts to develop the ALUCP **no later than June 24, 2016.**

County of Riverside Purchasing posted a Request for Proposal ("RFP") to secure assistance for updating the 2004 ALUCP (which includes drafting updated ALUCP documents for the Countywide Policies and Jacqueline Cochran Regional Airport Land Use Compatibility Plan) on February 24, 2016 for a four-week period closing on March 23, 2016, but no bids were received. A revised RFP was issued on March 29, 2016 for an additional three-week period closing on April 19, 2016. The second bid period was limited to three weeks due to deadlines associated with accepting the State Grant. County Purchasing, at the request of ALUC staff, also sent electronic copies of the RFP by e-mail to fourteen aviation consulting and environmental firms. Only Mead & Hunt (a recognized firm in the field of aviation land use planning) responded by submitting a proposal. After thorough review, the proposal was deemed responsive, and Mead & Hunt was selected to move the project forward.

ALUC seeks to amend the 2004 ALUCP in order to 1) update the non-residential intensity criteria for each Compatibility Zone to be more compatible with the 2011 California Airport Land Use Planning Handbook; 2) incorporate special policies related to the Vista Santa Rosa area for the Jacqueline Cochran Regional Airport; 3) eliminate internal inconsistency between Table 2A and Policy 4.2.3(a) of the Countywide Policies; 4) incorporate intensity criteria for Compatibility Zone A for privately owned properties not located within the Runway Protection Zone; and 5) incorporate as many of Task 5 policy clarifications as budgetary considerations will allow.

Airport Compatibility Plans can only be amended once per year under current state law. Given that the Countywide plan is an umbrella plan that touches many of the older plans with general policies applying to all, the Countywide plan is not updated unless necessary. Thus, as part of its review of the Countywide ALUCP policies, ALUC staff has identified several optional policy tasks that may make sense to complete as part of this countywide plan amendment and update. These tasks take the contract beyond the grant amount. ALUC has planned for, and set aside, the funds to cover the total cost of the plan amendments, including any or all of the optional policy tasks that might be selected

### **Impact on Citizens and Businesses**

These compatibility plan amendments will continue to help clarify ALUC policies and make the ALUCP more understandable and transparent for development within an Airport Influence Area (AIA). ALUC continues to strive to make sure both the development community and all local jurisdiction's planning staff understand the special restrictions, usually related to safety and people intensities, that exist around airports in Riverside County, prior to applicants spending time or money in these areas. The 2011 State Handbook update allows greater population intensities for nonresidential uses (often known as daytime populations) than the 2004 ALUCP in most of the airport compatibility zones where restrictions now apply. Revisions to the ALUCP in accordance with the Handbook would benefit businesses because allowing for greater population intensities increases the allowable square footage of new buildings and increases the probability that proposed projects would be found consistent with the ALUCP.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Authorize Approval and Execution of a Grant Agreement in the Amount of \$135,000 with the California Department of Transportation and a Professional Services Agreement with Mead & Hunt for Preparation of Amendments to the Countywide Policies of the 2004 Riverside County Airport Land Use Compatibility Plan, and the Jacqueline Cochran Regional Airport Land Use Compatibility Plan [All Districts] [\$205,000 total cost] Grant funds (66%), Development Fees (20%), General Funds (14%)

**DATE: June 7, 2016**

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The optional policy tasks discussed would provide extra documentation and guidance in newer areas of airport planning concern. For example, optional task #1 would research and produce information on wildlife hazards and bird attractants. It would examine what types of vegetation can be planted around retention basins and other water bodies of a type and in a manner not to attract birds or other waterfowl. Onsite retention basins for large development projects are increasing in frequency due to ever more restrictive storm water runoff laws, but this water shed 'solution' becomes a safety issue when located around airports, especially ones with a mixture of high performance jets in their annual flight activity.

Other optional areas of the contract would include an analysis and research on Solar Glare impacts; Risk Reduction Measures, Building Code Occupancy Calculations, Setback Distance(s) from airport runway centerlines, Zone D residential policies, Infill provisions, and Open Area restrictions. More extensive detail on each of these options is included in the contract Scope of Services section.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Based on Mead & Hunt's proposed budget for the project, including the Optional Policy Tasks, the total cost of the project is \$205,000. The State Grant will cover up to \$135,000 with a \$15,000 local match made of \$6,000 in revenues from general fund and \$9,000 in revenues from Fees. The additional costs associated with the optional policy tasks, if fully exercised, will increase local funds spent to \$70,000, including a 20% contingency. Without the Optional Policy Tasks, the project cost is \$129,600, again including a 20% contingency. Based on ALUCs FY16-17 prospective budget, which includes appropriations for this grant and professional services contract, general funds are estimated to be \$28,000 of the local funding, including the \$6,000 of local match, and 14% of the overall project cost. Optional tasks will be triggered during contract work as overall timelines for completion and costs remain on target.

**Contract History and Price Reasonableness**

The project was competitively bid, and the responsive proposal was in-line with authorized grant funding. The project cost without the optional work tasks (\$129,600) is within the grant amount (\$135,000) from the State, and is well within the project total for the grant (\$150,000). ALUC has planned for and set aside funding to cover the optional work tasks should such work be authorized.

**ATTACHMENTS (if needed, in this order):**

Grant Agreement with the California Department of Transportation, Division of Aeronautics (4 originals)

Contract with Mead & Hunt (4 originals)

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

CAAP Number: RIV 2-15-1

**STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
CALIFORNIA AID TO AIRPORTS PROGRAM GRANT AGREEMENT  
AIRPORT LAND USE COMPATIBILITY PLAN**

**THIS AGREEMENT, MADE AND ENTERED INTO ON THIS 21<sup>st</sup> day of June, 2016, BY AND BETWEEN THE STATE OF CALIFORNIA, Department of Transportation (Caltrans), hereinafter referred to as "STATE," AND THE RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION (ALUC), an appointed committee recognized by the County of Riverside, hereinafter referred to as "PUBLIC ENTITY."**

**RECITALS**

1. **WHEREAS, the California Public Utilities Code, Division 9, (Sections 21001, et seq.) The State Aeronautics Act (SAA) authorizes the California Transportation Commission (CTC) discretionary authority to allocate funds for the acquisition or development of airports in accordance with the policies and standards established by Caltrans, upon the recommendations of Caltrans and pursuant to Caltrans regulations as set forth in Title 21, Division 2.5, Chapter 4, Sections 4050, et seq., of the California Code of Regulations; and**
2. **WHEREAS, pursuant to the above authority, the CTC allocated the sum of \$135,000 from the Aeronautics Account in the State Transportation Fund by Resolution Number FDOA 2014-09, dated June 25, 2015 (2014/2015 Fiscal Year), and**
3. **WHEREAS, the acquisition and development funds allocated by the CTC are for the preparation and adoption of an Airport Land Use Compatibility Plan, pursuant to California Public Utilities Code, Division 9, Part 1, Chapter 4, Article 3.5, Sections 21683, 21670, et seq.**

**NOW, THEREFORE,** in consideration of the covenants and conditions hereinafter expressed, the parties agree as follows:

**SECTION I - DEFINITIONS**

**Airport Land Use Compatibility Plan (ALUCP) – The ALUCP prepared and adopted pursuant to California Public Utilities Code (PUC), Section 21670, et seq., provides:**

- (1) The orderly development of public use airport(s) so as to promote the overall goals and objectives of the California airport noise standards, pursuant to PUC Section 21669 and to prevent the creation of new noise and safety problems.
- (2) The protection of the public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimizes the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.

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2016-7-132327

**California Airport Land Use Planning Handbook (HANDBOOK)** – The **HANDBOOK** published by the Division of Aeronautics of the STATE pursuant to California Public Utilities Code, section 21674.5 and 21674.7 (a), which the Airport Land Use Commission that formulates, adopts, or amends an ALUCP shall be guided by information prepared and updated and referred to as the Handbook.

**Letter of Allocation** – Notification sent by STATE to PUBLIC ENTITY of the date the project allocation was approved by the CTC and the requirements attached to this allocation. The requirements include the CTC, Timely Use of Funds Policy and the STATE's separate requirements. Additionally, this letter of allocation includes information and instructions outlining the specific steps to be taken, and the reporting requirements for this grant.

**Quarterly Report** – Specific reporting tool provided by STATE, to be used by PUBLIC ENTITY and sent to STATE within 30 days after each calendar quarter.

## SECTION II

1. PUBLIC ENTITY shall perform or contract to perform all work necessary including environmental documents to complete/update the following described ALUCP for Jacqueline Cochran Airport and the countywide policies sections in the Riverside County ALUCP adopted October, 2004.
2. The estimated total cost of the ALUCP for Jacqueline Cochran Airport and cost share should be as follows:

**Project Description:** ALUCP for Jacqueline Cochran Airport and the countywide policies sections in the Riverside County ALUCP adopted October, 2004. The ALUCP includes four essential elements with respect to noise, safety, overflights, and airspace protection, and the associated environmental documentation.

Total Estimated Project Cost	\$150,000
Cost of Estimated PUBLIC ENTITY Participation	\$15,000
Cost of Estimated State Participation	\$135,000

3. The ALUCP shall be consistent with the criteria of the current **HANDBOOK**, including all applicable federal, State, and local laws and regulations.
4. PUBLIC ENTITY shall also comply with all special conditions as set forth in the **LETTER OF ALLOCATION** issued by the STATE, and incorporated in by reference.
5. **HANDBOOK** and **LETTER OF ALLOCATION** is incorporated into this Agreement by reference.
6. PUBLIC ENTITY shall deposit the sum of \$15,000, which represents the PUBLIC ENTITY'S participation share for the ALUCP, in the County of Riverside ALUC Special Aviation Account in accordance with California Public Utilities Code section 21684. All other monies received from the STATE or the federal government for the performance of the ALUCP shall also be placed in this account.
7. PUBLIC ENTITY shall enter into all necessary contracts to develop the ALUCP by no later than **June 24, 2016**. All work for the development, formal adoption and submittal to STATE of the ALUCP shall be successfully completed within **36 months from the date of such contracts**.

8. **PUBLIC ENTITY** shall provide quarterly reports to the STATE no later than 30 days after the end of each calendar quarter. These quarterly reports shall give the status and progress of the specific steps necessary to successfully complete the **ALUCP**.
9. **PUBLIC ENTITY** shall carry out and complete the **ALUCP** in accordance with the **HANDBOOK** and the scope of work approved in writing by the **STATE**. Any changes to, or modification of, said **ALUCP that has been previously submitted to STATE**, shall require prior written approval by the **STATE**.
10. **PUBLIC ENTITY** shall allow authorized **STATE** representatives to review all **ALUCP** work and products at any time during the term of this Agreement and subsequently upon the request of the **STATE**.
11. **PUBLIC ENTITY** agrees to retain all books, records, and accounts relating to the **ALUCP** and this Grant Agreement for a minimum of four (4) years from the date of final payment to the **PUBLIC ENTITY** after completion and adoption of the **ALUCP** and shall make these documents available for examination by the **STATE** or shall provide copies to the **STATE** upon request.
12. **PUBLIC ENTITY** shall provide a hard copy and electronic version of the draft **ALUCP** to the **STATE**. The **STATE** will review and comment on the draft **ALUCP** within 45 days.
13. **PUBLIC ENTITY** shall provide a hard copy and electronic version of the final **ALUCP** to the **STATE** including all graphics, maps, and attachments.
14. **PUBLIC ENTITY** shall provide a copy of its board's resolution adopting this **ALUCP**.
15. **PUBLIC ENTITY** shall comply with all applicable federal, State, and local laws and regulations.
16. **PUBLIC ENTITY** shall indemnify, and hold harmless, the **CTC** its officials and employees thereof from all claims, suits, or actions of every kind, brought for, or on account of, any injury, damage, or liability occurring by reason of, or resulting from: anything done or omitted to be done by the **PUBLIC ENTITY** and/or its consultant or agents under this Grant Agreement. The **PUBLIC ENTITY'S** duty to indemnify and hold harmless shall include the duty to defend, as set forth in Section 2778 of the Civil Code. Neither **CTC** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **PUBLIC ENTITY** and /or their agents under or in connection with any work, authority or jurisdiction conferred upon **PUBLIC ENTITY** under this Grant Agreement.
17. **PUBLIC ENTITY** shall indemnify, and hold harmless, the **STATE** its officials and employees thereof from all claims, suits, or actions of every kind, brought for, or on account of, any injury, damage, or liability occurring by reason of, or resulting from: anything done or omitted to be done by the **PUBLIC ENTITY** and/or its consultant or agents under this Grant Agreement. The **PUBLIC ENTITY'S** duty to indemnify and hold harmless shall include the duty to defend, as set forth in Section 2778 of the Civil Code. Neither **STATE** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **PUBLIC ENTITY** and /or their agents under or in connection with any work, authority or jurisdiction conferred upon **PUBLIC ENTITY** under this Grant Agreement.

18. **PUBLIC ENTITY**, if upon final accounting, finds that the **STATE** has contributed more than 90 percent of **STATE**'s maximum authorized funding towards the **ALUCP**; **PUBLIC ENTITY** shall reimburse the **STATE** those funds.

### **SECTION III**

1. **STATE** shall disburse the **STATE**'S share of the project cost, up to the maximum **STATE** participation of \$135,000 in the manner described in this section. However, with no exception shall the total **STATE** disbursement exceed that sum of \$135,000 which is 90 % of total estimated costs of **ALUCP**.
2. Upon receipt of a signed request for payment along with supporting documentation by the **PUBLIC ENTITY**, the **STATE** agrees to make payments by one of the following methods:
  - (a) **PUBLIC ENTITY** may, no more often than monthly in arrears, submit supporting documentation, and certifications of the percentage of the work then completed, multiplied by 90 percent of the maximum State-funding participation identified in paragraph one of this section.
  - (b) **PUBLIC ENTITY** shall submit copies of the Consultant's invoices along with supporting documentation for materials and services delivered as a lump-sum payment request after the **ALUCP** has been completed.
3. **PUBLIC ENTITY** shall submit copies of all with supporting documentation including the Consultant's invoices within 180 days of the Consultant's last invoice, and the **ALUCP** being completed.
4. **STATE** share is ninety percent and the **PUBLIC ENTITY** share is ten percent of total estimated costs of **ALUCP**.
5. Regardless of the number of progress payments submitted, ten percent of the **STATE**'S maximum authorized funding share identified in paragraph one of this section shall be retained by the **STATE** until final receipt of documentation acknowledging formal final acceptance of the **ALUCP** by the **PUBLIC ENTITY**.
6. After formal adoption of the **ALUCP** by the Riverside County **ALUC** and approval by the **STATE** of the final accepted **ALUCP**, **STATE** will pay the **PUBLIC ENTITY** the balance of the grant agreement progress payment sums retained by the **STATE**.
7. **STATE** funds are available only to reimburse expenditures that are invoiced within 180 days.

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

PUBLIC ENTITY'S ACCEPTANCE

I hereby certify that the sum of \$15,000 has been deposited in the Riverside County Account within the PUBLIC ENTITY'S Special Aviation Fund to match the sum money granted by the STATE as provided by Section 21684 of the California Public Utilities Code.

John J. Benoit JUN 21 2016  
SIGNATURE DATE  
**JOHN J. BENOIT**  
**CHAIRMAN, BOARD OF SUPERVISORS**  
TITLE

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
Division of Aeronautics

Gary Cathey 23 June 16  
GARY CATHEY, CHIEF DATE  
Division of Aeronautics

I hereby certify that allocated funds are available for the period and purpose of the expenditure stated above.

Bambi Cole 6/23/16  
Aviation Funding Specialist DATE

FORM APPROVED COUNTY COUNSEL

BY: Raymond M. Mistica 6/22/16  
RAYMOND M. MISTICA DATE

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By: Kecia Harper-Ihem  
DEPUTY



WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

# PROFESSIONAL SERVICES AGREEMENT

## Amendment to Jacqueline Cochran Regional Airport Land Use Compatibility Plan and Countywide Policies

between

**COUNTY OF RIVERSIDE**

and

**Mead & Hunt, Inc.**

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
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**Amendment to Jacqueline Cochran Regional ALUCP and Countywide Policies**

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made by and between **Mead & Hunt, Inc.** (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereafter referred to as "COUNTY").

WHEREAS, Government Code Section 31000 et. seq. authorizes the COUNTY to contract for services with a person who is trained and experienced, and who is competent to perform the services required; and

WHEREAS, the COUNTY seeks to obtain the required expertise to draft an Amendment to the Jacqueline Cochran Regional Airport Land Use Compatibility Plan and Countywide Policies for adoption by the Riverside County Airport Land Use Commission ("RCALUC"); and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto located at the following addresses:

COUNTY	Mead & Hunt, Inc.
4080 Lemon Street, 14th Floor	133 Aviation Boulevard, Suite 100
Riverside, CA 92501	Santa Rosa, CA 95403

do hereby agree as follows:

**ARTICLE I • DESIGNATED CONTACTS**

Coordination of Airport Land Use Compatibility Plan Amendment preparation services will be accomplished through a CONSULTANT PROJECT MANAGER and an RCALUC PROJECT MANAGER. The RCALUC PROJECT MANAGER shall be an employee of the Riverside County Transportation and Land Management Agency.

The PROJECT MANAGER for RCALUC will be:

Ed Cooper



**Amendment to Jacqueline Cochran Regional ALUCP and Countywide Policies**

The PROJECT MANAGER for CONSULTANT will be:

Maranda Thompson

CONSULTANT shall not remove Ms. Thompson as CONSULTANT's PROJECT MANAGER without written consent of RCALUC PROJECT MANAGER.

**ARTICLE II • PROJECT DEFINITION**

CONSULTANT shall provide all services as outlined and specified in **Appendix A**, Scope of Services, attached hereto and by this reference incorporated herein. CONSULTANT represents and maintains that it is skilled to perform all services, duties, and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants that it has all licenses, permits, qualifications and approvals of whatever nature is legally required to practice its profession/service. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

**CONSULTANT SHALL PERFORM NO SERVICES EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.**

**ARTICLE III • COOPERATIVE DEPARTMENTS/AGENCIES**

**A. Lead Department/Agency**

The COUNTY's Transportation and Land Management Agency (TLMA) is designated as the lead department acting on behalf of the COUNTY and may be working cooperatively with other COUNTY departments and/or agencies in the effort to complete Project.

**B. Cooperative Departments/Agencies**

The cooperating departments are listed below and will hereinafter be collectively referred to as the "DEPARTMENTS".

- Riverside County Department of Information Technology

**C. Standards**

All deliverables shall be prepared in accordance with the current COUNTY practices, regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject to review and approval by TLMA and cooperating departments.

**ARTICLE IV • CONDITIONS**



**Amendment to Jacqueline Cochran Regional ALUCP and Countywide Policies**

**A. Notifications**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the CONSULTANT PROJECT MANAGER or the RCALUC PROJECT MANAGER at the respective addresses provided on page two (2) of this contract.

**B. Assignment**

CONSULTANT shall not delegate or assign any interest in this agreement, and shall not transfer any interest in the same, whether by operation of law or otherwise, without prior written consent of COUNTY.

**C. Subcontracts**

1. No contract shall be made by the CONSULTANT with any party for furnishing any of the work or services herein contained without the prior written approval of the RCALUC PROJECT MANAGER, but this provision shall not require the approval of contracts of employment between the CONSULTANT and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract.
2. In the event CONSULTANT subcontracts any portion of CONSULTANT's duties under this agreement, CONSULTANT shall require its subcontractors to comply with the terms of this contract in the same manner as required of CONSULTANT including, but not limited to: indemnification of the COUNTY and RCALUC; requiring the same insurance of Subcontractors as required of CONSULTANT; and having Subcontractor's insurance name the COUNTY and RCALUC as Additional Insured for each type of insurance where this Agreement requires CONSULTANT's insurance to name COUNTY and RCALUC as Additional Insureds.

**D. Modifications**

1. The COUNTY's Board of Supervisors and Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written amendment, make alterations to the scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an



**Amendment to Jacqueline Cochran Regional ALUCP and Countywide Policies**

1 equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract  
2 shall be modified in writing accordingly. Any claim by the CONSULTANT for adjustment under this  
3 paragraph shall be assessed within 30 days of when the CONSULTANT received notice of the alteration  
4 in the work. Notwithstanding the foregoing, if the County Purchasing Agent decides that the facts provide  
5 sufficient justification, he/she may receive and act upon any claim, which is asserted by the  
6 CONSULTANT at any time prior to final payment under this agreement. Failure to agree to any  
7 adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this  
8 contract entitled 'Disputes.' However, nothing in this clause shall excuse the CONSULTANT from  
9 proceeding with the contract as changed.

- 10 2. There shall be no change in the CONSULTANT PROJECT MANAGER or key members of the PROJECT  
11 team without prior written approval by the RCALUC PROJECT MANAGER.

**E. RCALUC Directives**

13 CONSULTANT shall receive contract and Project directions and interpretations from the RCALUC  
14 PROJECT MANAGER.

**F. CONSULTANT Responsibilities**

- 16 1. CONSULTANT has total responsibility for the accuracy and completeness of all data, plans, specifications  
17 and documents prepared and shall check all such material accordingly. The data, documents and/or  
18 plans will be reviewed by RCALUC PROJECT MANAGER. The responsibility for accuracy and  
19 completeness of such items remains solely that of CONSULTANT.
- 20 2. The plans, designs, estimates, calculations, findings, reports and other documents furnished in  
21 accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat  
22 appearance, well organized, technically and grammatically correct, checked and having the preparer and  
23 checker identified. The minimum standard of appearance, organization and contents shall be of similar  
24 types produced by RCALUC and COUNTY.
- 25 3. It is understood that the CONSULTANT has the skills, experience and knowledge necessary to perform  
26 the services agreed to be performed under this Agreement, and that the COUNTY relies upon the  
27 CONSULTANT'S representations about its skills, experience and knowledge to perform the  
28 CONSULTANT'S services in a competent manner. Acceptance by the COUNTY of the services to be



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1 performed under this Agreement does not operate as a release of CONSULTANT from responsibility for  
2 the work performed.

- 3 4. It is further understood and agreed that the CONSULTANT is apprised of the scope of the work to be  
4 performed under this Agreement and the CONSULTANT agrees that said work can and shall be  
5 performed in a fully competent manner.

6 **G. Indemnification and Defense**

7 1. CONSULTANT agrees to, and shall, indemnify and hold harmless the County of Riverside, its Agencies,  
8 Departments, and Commissions, including RCALUC, and their respective directors, officers,  
9 commissioners, Board of Supervisors, elected and appointed officials, employees, agents and  
10 representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability,  
11 including, but not limited to, loss, suits, claims, demands, actions, or proceedings to the extent caused by  
12 any alleged or actual negligence, recklessness, willful misconduct, errors or omissions of CONSULTANT,  
13 its directors, officers, partners, employees, agents or representatives or any person or organization for  
14 whom CONSULTANT is responsible, arising out of or from the performance of services under this  
15 Agreement. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or alleged  
16 acts or omissions of CONSULTANT which are not professional services, CONSULTANT shall indemnify  
17 Indemnitees whether or not CONSULTANT is negligent.

18 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by  
19 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty  
20 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any  
21 act or omission of CONSULTANT.

22 3. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to,  
23 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or  
24 proceedings to the extent based or alleged to be based on any act or omission of CONSULTANT arising  
25 out of or from the performance of services under this Agreement. The duty to defend applies to any  
26 alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The  
27 duty to defend shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether  
28 or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if

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1 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused  
2 by the sole active negligence of Indemnitees.

3 4. The specified insurance provisions and limits required in this Agreement shall in no way limit or  
4 circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party  
5 claims.

6 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code  
7 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil  
8 Code Sections 2782 and 2782.8.

9 **H. Independent Contractor**

10 The CONSULTANT is, for purposes arising out of this contract, an independent contractor and shall not  
11 be deemed an employee of the COUNTY or RCALUC. It is expressly understood and agreed that the  
12 CONSULTANT shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY  
13 employees are entitled, including but not limited to overtime, any retirement benefits, worker's  
14 compensation benefits, and injury leave or other leave benefits. CONSULTANT hereby holds COUNTY  
15 and RCALUC harmless from any and all claims that may be made against COUNTY and/or RCALUC  
16 based upon any contention by any third party that an employer-employee relationship exists by reason of  
17 this agreement.

18 **I. Extra Work**

- 19 1. CONSULTANT shall not perform Extra Work until receiving written authorization from the RCALUC  
20 PROJECT MANAGER.
- 21 2. In the event that RCALUC PROJECT MANAGER directs CONSULTANT to provide services constituting  
22 Extra Work, COUNTY shall provide extra compensation to the CONSULTANT.—Allowable compensation  
23 for approved extra work will be based on the provisions of **Appendix B**, Budget Detail, which is attached  
24 hereto and incorporated herein by reference.

25 **J. Disputes**

- 26 1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the  
27 contract, or if he considers any order, instruction, or decision of the COUNTY to be unfair, he shall  
28 promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same,



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1 whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or  
2 decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within  
3 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his  
4 objections and reasons therefore. Except for such protests or objections as are made of record in the  
5 manner specified and within the time stated herein, and except for such instances where the basis of a  
6 protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for  
7 protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or  
8 decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders,  
9 instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY authority.

- 10 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual  
11 agreement may be settled by mediation in accordance with the rules of the American Arbitration  
12 Association, provided that the parties mutually agree to submit to mediation.
- 13 3. Neither the pendency of a dispute nor its consideration by mediation will excuse CONSULTANT from full  
14 and timely performance in accordance with the terms of the contract.

15 **K. Termination**

- 16 1. COUNTY reserves the right to terminate this contract at COUNTY'S discretion and without cause, upon  
17 thirty (30) calendar days written notice to CONSULTANT stating the effective date of termination.
- 18 2. COUNTY may, upon five (5) days written notice, terminate this agreement for CONSULTANT's default, if  
19 CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress  
20 so as to endanger performance and does not cure such failure within a reasonable period of time. In the  
21 event of such termination, the COUNTY may proceed with the work in any manner deemed proper by  
22 COUNTY.
- 23 3. After receipt of the Notice of Termination pursuant to paragraph 1 or 2 above, CONSULTANT shall:
- 24       A.) Stop all work under this Agreement on the date specified in the Notice of Termination.
- 25       B.) Transfer to COUNTY and deliver in the manner, and to the extent, if any, as directed by  
26 COUNTY, all notes, surveys, studies, reports, plans, drawings, specifications, and all  
27 other materials and documents prepared by CONSULTANT in the performance of this  
28 Agreement. All such documents and materials shall be property of COUNTY.



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CONSULTANT may retain a copy of such documents and materials for CONSULTANT's records.

- 4. In the event that this Agreement is terminated, CONSULTANT is entitled to full payment for all services performed in accordance with the terms of this Agreement up to the time written notice of termination is received by CONSULTANT. Payment shall be made for services performed to date based upon the percentage ratio that the basic services performed bear to the services contracted for, less payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs incurred.
- 5. Notwithstanding any of the provisions of this Agreement, CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for reason outside the CONSULTANT'S control to perform the duties hereunder; or if the Agreement is terminated pursuant to Article IV, Section K. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.
- 6. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**L. Insurance**

Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY or RCALUC harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its Agencies, Departments, and Commissions, including RCALUC, and their respective directors, officers, commissioners, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**1. Workers' Compensation:**

If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.



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**2. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name COUNTY as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than **two (2) times** the occurrence limit.

**3. Vehicle Liability:**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than **two (2) times** the occurrence limit. Policy shall name COUNTY and RCALUC as Additional Insureds.

**4. Professional Liability:**

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue as long as the law allows.

**5. General Insurance Provisions:**

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A: 8) unless such requirements are



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1 waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement  
2 for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

3 b. The CONSULTANT must declare its insurance self-insured retention for each coverage required  
4 herein. If any such self-insured retention exceeds **\$500,000** per occurrence, each such retention  
5 shall have the prior written consent of the County Risk Manager before the commencement of  
6 operations under this Agreement. Upon notification of self-insured retention unacceptable to the  
7 COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either:  
8 1) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY, or 2)  
9 procure a bond which guarantees payment of losses and related investigations, claims administration,  
10 and defense costs and expenses.

11 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish COUNTY with 1) a  
12 properly executed original Certificate(s) of Insurance and certified original copies of Endorsements  
13 effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County  
14 Risk Manager, provide original Certified copies of policies including all Endorsements and all  
15 attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and  
16 policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written  
17 notice shall be given to COUNTY prior to any material modification, cancellation, expiration, or  
18 reduction in coverage of such insurance. In the event of a material modification, cancellation,  
19 expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless COUNTY  
20 receives, prior to such effective date, another properly executed original Certificate of Insurance and  
21 original copies of endorsements or certified original policies, including all endorsements and  
22 attachments thereto evidencing coverages set forth herein, and the insurance required herein is in full  
23 force and effect. ***CONSULTANT shall not commence operations until COUNTY has been***  
24 ***furnished original Certificate(s) of Insurance and certified original copies of endorsements***  
25 ***and, if requested, certified original policies of insurance including all endorsements and any***  
26 ***and all other attachments as required in this Section. An individual authorized by the***  
27 ***insurance carrier to do so on its behalf shall sign the original endorsements for each policy***  
28 ***and the Certificate of Insurance.***

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- d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.
- f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants and subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to the County.
- h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**M. Conflict of Interest**

CONSULTANT warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability, pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest Statement prior to, during, or after execution of this contract. CONSULTANT understands that, as a condition of this contract, CONSULTANT agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.



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### 1. Interest of Consultant

The CONSULTANT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONSULTANT further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

### 2. Conduct of Consultant

A. The CONSULTANT agrees to inform COUNTY of all the CONSULTANT's interests, if any, which are, or which the CONSULTANT believes to be, incompatible with any interest of the COUNTY.

B. The CONSULTANT shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the CONSULTANT is doing business or proposing to do business, in accomplishing the work under the contract.

C. The CONSULTANT shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his contract. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of Consultants or subcontractors in advance of official announcement.

D. The CONSULTANT or employees thereof shall not offer gifts, gratuity, favors, or entertainment directly or indirectly to COUNTY employees.

### N. Legal Compliance

1. CONSULTANT shall comply with all applicable Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner affecting the performance of this Agreement, including, without limitation, workers' compensation laws and licensing and regulations.

2. Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code

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1 concerning the licensing of CONSULTANTS. All CONSULTANTS shall be licensed, if required, in  
2 accordance with the laws of this State and any CONSULTANT not so licensed is subject to the penalties  
3 imposed by such laws. CONSULTANT further represents that it has all necessary permits, approvals,  
4 certificates, waivers and exemptions necessary for the provision of services hereunder and required by  
5 the laws and regulations of the United States, State of California, the County of Riverside and all other  
6 appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

### 7 3. **Air, Water Pollution Control, Safety And Health**

8 CONSULTANT shall comply with all air pollution control, water pollution, Safety and Health Ordinances  
9 and statutes, which apply to the work performed pursuant to this contract, including any requirements  
10 specified in state government codes.

### 11 4. **OSHA Regulations**

12 CONSULTANT is aware of the Occupational Safety and Health Administration (OSHA) standards and  
13 codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and  
14 regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance  
15 therewith, if applicable.

### 16 5. **EDD Reporting Requirements**

17 In order to comply with child support enforcement requirements of the State of California, the County of  
18 Riverside may be required to submit a Report of Independent Consultant(s) form **DE 542** to the  
19 Employment Development Department. The selected Consultant agrees to furnish the required  
20 Consultant data and certifications to the County of Riverside within 10 days of notification of award of  
21 contract when required by the EDD.

22 It is expressly understood that this data will be transmitted to governmental agencies charged with the  
23 establishment and enforcement of child support orders and for no other purposes and will be held  
24 confidential by those agencies. Failure of the Consultant to timely submit the data and/or certificates  
25 required may result in contract being awarded to another Consultant. In the event a contract has been  
26 issued, failure of the Consultant to comply with all federal and state reporting requirements for child  
27 support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and

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1 Notices of Assignment shall constitute a material breach of contract. Failure to cure such breach within  
2 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

3 If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may  
4 also contact your local Employment Tax Customer Service Office listed in your telephone directory in the  
5 State Government section under "Employment Development Department," or you may access their  
6 Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

### 7 6. Assurances

8 CONSULTANT will comply with COUNTY policies and procedures here applicable. In the event that the  
9 policies and procedures promulgated by COUNTY are more restrictive, but not in conflict with Federal or  
10 State policies and procedures, those issued by COUNTY will prevail.

### 11 O. **Nondiscrimination**

12 CONSULTANT shall not discriminate in the provision of services, allocation of benefits, accommodation in  
13 facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed,  
14 color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the  
15 performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall  
16 comply with the provisions of the California Fair Employment Practices Act (commencing with Section  
17 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with  
18 Disabilities Act of 1990 (42 U.S.C. Section 1210 et seq.).

### 19 P. **Review and Inspection**

20 The CONSULTANT shall provide adequate cooperation to any inspector assigned by the COUNTY to  
21 permit him/her to determine the CONSULTANT's conformity with the contract and adequacy of the  
22 services being provided. All inspections by the COUNTY shall be made in such a manner as to not  
23 unduly interfere with CONSULTANT performance. If any services performed hereunder are not in  
24 conformity with the specifications and requirements of this contract, COUNTY shall have the right to  
25 require the CONSULTANT to perform the services in conformity with said specifications and requirements  
26 at no additional increase in total contract amount. In the event the CONSULTANT fails to perform the  
27 services promptly or to take necessary steps to endeavor future performance of the service is in



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1 conformity with specifications and requirements of the contract, COUNTY shall have the right to either:  
2 (A) have the services performed in conformity with the contract specifications and charge to the  
3 CONSULTANT any cost occasioned to COUNTY that is directly related to the performance of such  
4 services, or (B) terminate this contract for default as provided in Article IV, Section K, regarding  
5 Termination. If the COUNTY chooses alternative (A), COUNTY may withhold such costs from any  
6 amounts still owed to CONSULTANT under this or any other contractual agreements with COUNTY.

7 **Q. Record Retention / Audits**

- 8 1. CONSULTANT shall make available, upon written request by any duly authorized Federal, State, or  
9 COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to  
10 certify the nature and extent of the costs of the services provided by CONSULTANT. All such books and  
11 records shall be maintained by CONSULTANT for at least five years from the termination of this  
12 Agreement and be available for audit by COUNTY. CONSULTANT to provide COUNTY with reports and  
13 information relative to this Agreement and in accordance with terms set forth herein, as requested by  
14 COUNTY.
- 15 2. The COUNTY, or any duly authorized representative thereof, shall have access to any books, records,  
16 and documents of CONSULTANT that are pertinent to the contract for audits, examinations, excerpts,  
17 and transactions, and copies thereof shall be furnished if requested. (Government Code Section 105320)

18 **R. Ownership of Data**

- 19 1. All data prepared by CONSULTANT under this Agreement, such as plans, drawings, magnetic media,  
20 data and calculations, relative to this Agreement shall become the property of the COUNTY upon their  
21 creation, except that the CONSULTANT shall have the right to retain copies of all such data for its  
22 records. The COUNTY shall not be limited in any way in their use of such data at any time, provided that  
23 any such use not within the purposes of this Agreement shall be at COUNTY'S sole risk, and provided  
24 that the CONSULTANT shall be indemnified against any damages resulting from such use, including the  
25 release of this material to third parties for a use not intended in this Agreement. If the CONSULTANT  
26 should later desire to use any of the data prepared by the CONSULTANT in connection with this Project,  
27 it shall first obtain the written approval of COUNTY.
- 28 2. All work product and data to be provided by CONSULTANT shall be provided in accordance with the

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number of copies and format noted for each task in **Appendix A**, Scope of Services.

### S. Confidentiality and Use of Data

1. All financial, statistical, personal, technical or other data and information which is designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
2. During the life of this contract, CONSULTANT shall not comment publicly to the press or any other media regarding the contract, COUNTY actions on the same, except to COUNTY staff, CONSULTANT's own personnel involved in the performance of this contract, or at public hearings, or in response to questions from a Legislative committee.
3. Prior to completion of the Scope of Services outlined in this contract, CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by the RCALUC PROJECT MANAGER and receipt of the RCALUC PROJECT MANAGER's written permission.

### T. Entire Agreement

This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

## ARTICLE V • PERFORMANCE

### A. Performance Period

1. CONSULTANT shall not begin work until notification to proceed by the RCALUC PROJECT MANAGER.
2. This Agreement shall be effective upon notification to proceed by the RCALUC PROJECT MANAGER and shall continue in effect until Notice of Final Acceptance or no later than **January 31, 2018**, unless terminated as specified in Article IV, Section K, regarding Termination, or a time extension is granted per Article V, Section B, regarding Time Extensions.
3. When COUNTY determines that CONSULTANT has satisfactorily completed the Project, COUNTY shall give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further

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1 costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may request a  
2 Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants  
3 as stipulated in this Agreement.

4 4. Time is of the essence in this agreement.

5 **B. Time Extensions**

6 1. Any delay in providing services required by this agreement occasioned by causes beyond the control of,  
7 and not due to the fault or negligence of, the CONSULTANT shall be the reason for granting an extension  
8 of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly  
9 notify COUNTY in writing of the cause and of the extent of the delay, whereupon COUNTY shall ascertain  
10 the facts and the extent of the delay and grant an extension of time for the completion of the work when,  
11 in COUNTY's judgment, their findings of fact justify such an extension of time.

12 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not  
13 intended to deny CONSULTANT its civil legal remedies in the event of a dispute.

14 **C. Reporting Progress**

15 1. As part of each invoice, CONSULTANT shall submit a progress report in accordance with RCALUC and  
16 COUNTY Guidelines. Progress Reports shall indicate the progress achieved during the previous billing  
17 period in relation to **Appendix A**, Scope of Services. Submission of such progress report by  
18 CONSULTANT shall be a condition precedent to receipt of payment from COUNTY for each invoice  
19 submitted.

20 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY and  
21 CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT's work  
22 schedule, the terms of the contract and any other related issues will be discussed and/or resolved.  
23 CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

24 **D. Waiver of Default**

25 Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be  
26 construed to be a waiver of any subsequent or other breach of the same or of any other term hereof.  
27 Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this  
28 agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY



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1 from enforcement hereof.

2 **E. Governing Law; Jurisdiction; Severability**

3 This Agreement and its construction and interpretation as to validity, performance and breach shall be  
4 construed under the laws of the State of California. Any legal action related to this Agreement shall be  
5 filed in the appropriate state court of California located in Riverside, California. In the event any provision  
6 in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the  
7 remaining provisions will nevertheless continue in full force without being impaired or invalidated in any  
8 way.

9 **F. Force Majeure**

10 In the event CONSULTANT is unable to comply with any provision of this agreement due to causes  
11 beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT  
12 shall not be held liable to COUNTY for such failure to comply. In the event COUNTY is unable to comply  
13 with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war,  
14 civil disorders, or other similar acts, COUNTY shall not be held liable to CONSULTANT for such failure to  
15 comply.

16 **ARTICLE VI • COMPENSATION**

17 **A. Work Authorization**

18 CONSULTANT shall not commence performance of any work or Project services until this contract has  
19 been approved by COUNTY and notification to proceed is issued as set forth under Article V  
20 hereinabove. No payment will be made for any work performed prior to approval of this contract.

21 **B. Basis of Compensation**

- 22 1. Services provided under this agreement as described in **Appendix A**, Scope of Services, shall be  
23 compensated for as defined in **Appendix B**, Budget Detail, which is attached hereto and incorporated  
24 herein by reference. CONSULTANT shall be compensated in accordance with the rates provided in  
25 **Appendix B**, Budget Detail. There are several optional tasks or services that may be selected by  
26 RCALUC PROJECT MANAGER as provided in **Appendix A**, Scope of Services, and at a cost specified  
27 in **Appendix B**, Budget Detail. However, optional services are considered Extra Work and no additional

**Amendment to Jacqueline Cochran Regional ALUCP and Countywide Policies**

1 compensation for Extra Work will be paid except upon the issuance of an Extra Work letter by RCALUC  
2 PROJECT MANAGER. COUNTY reserves the right to select any number of the specified optional  
3 services, if at all, at the specified costs set forth in **Appendix B** during the course of CONSULTANT's  
4 performance under this Agreement. The total amount of the contract shall not exceed \$170,299.69 plus  
5 the contingency amount of \$34,059.94 calculated at 20% of the project total (\$170,299.69). COUNTY  
6 shall hold such contingency in reserve for unforeseen Extra Work that may arise during the performance  
7 of this Agreement. The contingency budget shall only be used at the discretion of the RCALUC  
8 PROJECT MANAGER, and with prior written authorization by the RCALUC PROJECT MANAGER.

- 9 2. Prior authorization, in writing, by the RCALUC PROJECT MANAGER will be required before  
10 CONSULTANT enters into any Extra Work, including the optional services.
- 11 3. In the event of errors or omissions in the Services, CONSULTANT shall perform the necessary  
12 CONSULTANT services required to correct such errors and omissions without additional charge to  
13 COUNTY.

14 **C. Progress Payments**

15 Said compensation shall be paid in accordance with an invoice submitted to COUNTY by CONSULTANT  
16 within fifteen (15) days from the last day of each calendar month, and COUNTY shall endeavor to pay the  
17 invoice within thirty (30) days from the date of receipt of the invoice.

18 **D. Disallowance**

19 In the event the CONSULTANT receives payment for services under this contract which is later  
20 disallowed for nonconformance with the terms and conditions herein by the COUNTY, the CONSULTANT  
21 shall promptly refund the disallowed amount to the COUNTY on request, or at its option, the COUNTY  
22 may offset the amount disallowed from any payment due to the CONSULTANT under any contract with  
23 COUNTY.

24 **E. Availability of Funding**

25 This Contract is funded, in part, by County General Funds and a matching grant from the California  
26 Department of Transportation. The COUNTY obligation for payment of any contract beyond the end of  
27 each fiscal year end (June 30) is contingent upon the availability of funding from which payment can be  
28 made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of the



**Amendment to Jacqueline Cochran Regional ALUCP and Countywide Policies**

1 calendar year unless funds are made available for such performance. In the event that such funds are not  
2 forthcoming for any reason, the RCALUC PROJECT MANAGER shall immediately notify CONSULTANT  
3 in writing. This Agreement shall be deemed terminated and have no further force and effect immediately  
4 on receipt of said notification by CONSULTANT.



Amendment to Jacqueline Cochran Regional ALUCP and Countywide Policies

ARTICLE VII • APPROVALS

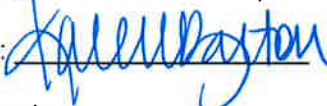
COUNTY

By:  Dated: ~~JUN 21~~ 2016  
**JOHN J. BENOIT**  
Chairman of the Board of Supervisors

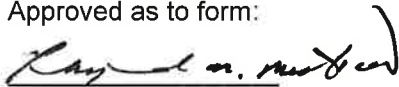
ATTEST:

Print Name: **KECIA HARPER-IHEM**

Clerk to the Board of Supervisors

By:  Dated: JUN 21 2016  
Deputy

Approved as to form:

  
County Counsel

CONSULTANT

 Dated: 6/1/16

NAME (Corporate Officer)

TITLE Secretary

 Dated: 6/1/16

NAME (Corporate Officer)

TITLE VICE PRESIDENT

## **APPENDIX A**



**Tab E Scope of Services**

This RFP has a space provided under each question the County has of the Bidder. This RFP is available for electronic download at [www.publicpurchase.com](http://www.publicpurchase.com).

**Bidders must address all points in this section.** All questions are in italicized font in the box.

**The awarded bidder must:**

**1. Task 1 – Update to Airport Land Use Compatibility Plan Policies**

- a. The primary intent of the proposed update to the Countywide Policies is to update the non-residential intensity criteria for each Compatibility Zone to be more compatible with the 2011 California Airport Land Use Planning Handbook.
- b. Incorporate special policies related to the Vista Santa Rosa area for the Jacqueline Cochran Regional Airport.
- c. Eliminate internal inconsistency between Table 2A and Policy 4.2.3(a)
- d. Incorporate intensity criteria for Compatibility Zone A for privately owned properties not located within the Runway Protection Zone.
- e. Incorporate as many of Task 5 policy clarifications as budgetary considerations will allow.

**Work Product**

1. None Anticipated, memos and other documents as deemed necessary

**Background**

Countywide Policies: Nonresidential Intensities

- a. Pursuant to the Countywide Policies adopted in 2004, allowable average intensities are 25 persons per acre in Airport Compatibility (AC) Zone B1 (equivalent to the Inner Approach/Departure Zone), 75 persons per acre in AC Zone C (equivalent to the Inner Turning Zone and Outer Approach/Departure Zone), and 100 persons per acre in AC Zones B2 (equivalent to the Sideline Zone) and D (equivalent of the Traffic Pattern Zone). Allowable single-acre maximum intensities are limited to 50 persons in AC Zone B1, 150 persons in AC Zone C, 200 persons in AC Zone B2, and 300 persons in AC Zone D. (Single-acre intensities may be increased up to 30 percent through use of risk-reduction design features.) For AC Zones B1 and D, in particular, these numbers were at the low end of the ranges recommended in the 2002 Handbook for “rural and suburban” airports.
- b. In preparing the 2011 Airport Land Use Planning Handbook, the authors placed rural airports and suburban airports in separate categories. (Riverside County includes both suburban and rural airports.) For suburban airports, the recommended intensity range in the Inner Approach/Departure Zone is an average of 40-60 persons per acre and a single-acre maximum of 80-120 persons. This suggests that ALUC’s intensity criteria for AC Zone B1 should probably be raised to an average of 40 persons per acre and a single-acre maximum of 80 persons, except within Accident Potential Zones of military airports.
- c. For suburban airports, the recommended average intensity ranges in the Inner Turning Zone and the Outer Approach/Departure Zone are 70-100 and 100-150, respectively, while the recommended single-acre maxima are 210-300 and 300-450, respectively. The use of three times the average as the maximum single-acre allowance suggests that, while ALUC may wish to retain its AC Zone C average intensity criteria at 75 persons per acre, its single-acre allowance should be increased to 225.

- d. The recommended average intensity range for the Sideline Zone of suburban airports is 70-100, with a recommended single-acre maximum of 210-300. For AC Zone B2, the average intensity should remain at 100 persons per acre, but the use of three times the average as the maximum single-acre allowance suggests that ALUC may wish to increase its single-acre allowance to a number between 210 and 300.
- e. The biggest difference between the existing ALUC criteria and 2011 Handbook allowances is within AC Zone D. For suburban airports, the recommended average intensity range is an average of 200-300 persons per acre and a single-acre maximum of 800-1,200. Even the recommended ranges for rural airports (150-200 average and 600-800 single-acre) are well above the existing ALUC average of 100 persons per acre and single-acre maximum of 300.
- f. The Commission's concerns regarding the intensity of nonresidential development relate to safety. Towards that end, the consultant is tasked with the assignment of compiling a summary of the location of aircraft accidents occurring in Riverside County over the last decade.

Jacqueline Cochran Regional Airport/Vista Santa Rosa community

- a. Jacqueline Cochran Regional Airport is owned by Riverside County and operated by the Riverside County Economic Development Agency. It is located within the unincorporated community of Thermal in the Coachella Valley, just south of the City of Coachella.
- b. In 2004, ALUC adopted the Riverside County Airport Land Use Compatibility Plan, including a set of Countywide Policies prepared in accordance with guidance from the 2002 California Airport Land Use Planning Handbook that were to be applicable to all Airport Influence Areas for which Airport Land Use Compatibility Plans (ALUCPs) would concurrently or subsequently be adopted. ALUCPs were prepared and adopted in 2004 for most County airports. In 2005, ALUC adopted the Jacqueline Cochran Regional Airport Land Use Compatibility Plan. A minor amendment addressing means of calculating residential densities and residential densities southerly of Avenue 64 was adopted in 2006.
- c. In the latter portion of that decade, residents and landowners in the community of Vista Santa Rosa, an area located westerly of the City of Coachella and the airport, southerly of the City of Indio, and easterly of the City of La Quinta, seeing urban development gaining a foothold in their heretofore rural and agricultural community, expressed to their elected officials a desire to maintain the rural atmosphere of their community. Working with the Office of Supervisor Roy Wilson, a newly formed Community Council and Riverside County Planning Department staff, they formulated a proposed General Plan Amendment that would comprehensively amend land use designations within the portion of the Eastern Coachella Valley Area Plan within the boundaries of their community. The proposed Vista Santa Rosa Concept Plan is based around the concept of "open space-oriented community amenities" and requires minimum proportions of project acreage that must be allocated to such amenities in order for a project with a density greater than one dwelling unit per acre to be approved. Residents and landowners envisioned that this currently agricultural community would transition into a rural community characterized by residential densities in the range of 0.2 to 2.5 dwelling units per acre.
- d. However, a substantial portion of the community lies within Airport Compatibility Zone D of the Jacqueline Cochran Regional Airport Influence Area, and the Countywide Policies restrict residential development in Zone D to either very low rural densities (maximum one dwelling unit per five acres) or urban densities of five or more dwelling units per net acre. Neither of these concepts meets the community's vision for its ultimate development.

- e. Given the large proportion of the community area that is currently in agricultural use or vacant, ALUC saw this process as an opportunity for the community to be designed in a manner that improves safety in the long term by assuring that, as the community transforms from agricultural to suburban estate residential uses, provision will be made for either a larger proportion of land area available for emergency landing or one large emergency landing area that would be clearly visible to aircraft pilots.
- f. This would be accomplished via an amendment adding Additional Compatibility Policies to the Jacqueline Cochran Regional ALUCP that would allow for development at densities of 0.2 to 2.5 dwelling units per acre within the portion of Airport Compatibility Zone D in the Vista Santa Rosa area provided that an navigation easement is conveyed to the County as owner-operator of Jacqueline Cochran Regional Airport and that a substantially larger proportion or area of open space is provided.
- g. Pursuant to the Countywide Policies, developments of 10 acres or larger within Compatibility Zone D must set aside at least 10 percent of their acreage in qualified ALUC open area. The proposed Additional Compatibility Policies would allow development at an overall density of 0.2 to 1.5 dwelling units per acre if at least 15 percent of the acreage in the development consists of qualified ALUC open area and would allow development at an overall density of 1.5 to 2.5 dwelling units per acre if at least 20 percent of the acreage in the development consists of qualified ALUC open area. Qualified open areas may include pastures, polo and soccer fields, golf course fairways, drainage easements, and roadways, provided that they meet the definition of open area. Trees, light poles exceeding four feet in height, and trash enclosures are not permitted in such open areas.
- h. In lieu of the above, the development or the community could choose to set aside 50 contiguous acres of qualified open area within Zone D with no linear dimension less than 600 feet, with such qualified open area to be dedicated as open area in perpetuity. Once such an area is set aside for this purpose, this area would meet the open area requirement for up to 450 acres of development area (excluding that open area) within the portion of Zone D located northerly of 60<sup>th</sup> Avenue.

Table 2A and Policy 4.2.3(a) inconsistency

- a. There is one obvious internal inconsistency in the Countywide Policies document that must be remedied. Pursuant to Table 2A, children's schools, hospitals, nursing homes, and day care centers are prohibited in AC Zone C. Within AC Zone D, children's schools, hospitals, and nursing homes are "discouraged," but not necessarily prohibited, while day care centers are neither "prohibited" nor "discouraged." However, the policy (Policy 4.2.3(a)) addressing uses having vulnerable occupants is much more restrictive, in that it indicates that all of these uses are prohibited within all AC Zones except AC Zone E. Staff proposes that Policy 4.2.3(a) be amended to state that these uses are prohibited within all AC Zones except AC Zones D and E. However, alternative proposals to address this may be considered.

Compatibility Zone A Criteria for Privately Owned Properties Located Outside the RPZ

- a. The shape of Compatibility Zone A is rectangular so it does not exactly match the boundaries of the Runway Protection Zone (RPZ) as established by the Federal Aviation Administration (FAA). There has been at least one instance of inquiry where a privately owned property is located within Zone A but is located outside of the RPZ. Since the area is located outside of the RPZ, the airport has no obligation or interest in acquiring the property. The current Compatibility Zone A criteria would find virtually any development inconsistent and could be construed as a "taking". Therefore, criteria should be developed to apply in these rare circumstances for privately owned properties located within Compatibility Zone A but outside of the RPZ.

**BIDDER'S RESPONSE:** *In this area, acknowledge you have read the statement above in Task 1 and fully understand the county wide policies.*

**TASK 1 RESPONSE**

**Countywide Policy Issues**

The RFP indicates that the need for updating the 2004 Airport Land Use Compatibility Plan (ALUCP) is driven largely by the need to review and update non-residential intensity criteria. With publication of the 2011 Caltrans Airport Land Use Planning Handbook, the state's guidance on non-residential intensities changed. The circumstance that dictated this change was the availability of additional occupancy data which indicated that many uses thought to be fundamentally compatible and which met the average-acre intensity criteria, did not meet the single-acre intensity limits. The Handbook guidance was also changed to focus more on the types of uses that are or are not compatible within various parts of an airport's environs and less on the actual intensity numbers, although the latter remain important. Mead & Hunt will prepare a comparison between the current ALUCP criteria and the Handbook guidelines and make recommendations for revisions, recognizing that the Riverside County ALUCP utilizes composite criteria while the Handbook criteria solely address safety. Mead & Hunt will also obtain data on aircraft accidents that have occurred at Riverside County airports in the last decade to see if this data provides useful insights into this issue. [CS to add another sentence or two here if needed.]

Also specifically noted in the RFP is the need to address an internal consistency between the Basic Criteria Table (Table 2A) and the policy concerning vulnerable occupants (Policy 4.2.3(a)). The Mead & Hunt team will propose changes to resolve this conflict. Toward this end and with the objective of creating a more unified set of criteria, a concept that we wish to explore with the ALUC and staff is to bring the Guidelines for Specific Land Uses table, now in Appendix D, forward into the policies chapter. Mead & Hunt has worked with several ALUCs in recent years to develop a comprehensive list of land uses and their compatibility evaluations relative to the compatibility zones around the airport. Where the evaluation is "conditional," the conditions are noted. While this format does not do away with the non-residential intensity criteria, it may help to better tie the uses to the criteria and enable any inconsistencies to be removed.

Another issue noted as being of interest to the ALUC is the criteria for uses in Compatibility Zone A when the land is privately owned. This is a difficult issue and one with which many ALUCs have wrestled. The Mead & Hunt team will offer our thoughts and recommendations on the topic from a planning perspective. However, the ALUC may also wish to seek legal advice from a land use attorney.

Finally, while addressing the above issues is critical, we suggest that a more comprehensive review of the current policies also be done. In our work on ALUCP updates for other ALUCs over the past decade, a variety of issues have arisen that have warranted adding to or simply clarifying the original policy language. Because we have done this type of review as part of other recent ALUCP update projects, we believe that it can be done in a focused manner and without putting a strain on the project budget. It would be unfortunate not to take the advantage of the present update effort to address topics and close policy loopholes that have become issues for other ALUCs.

**Jacqueline Cochran Regional Airport Site-Specific Issue**

As we view this sub-task, it is a specific example of the broader essential issue to be examined in Task 5, Sub-task 6. The issue concerns the current ALUCP policy which aims to keep residential densities in Compatibility Zone D at 0.2 dwelling units or less per acre, but also allows densities of 5.0 dwelling units per acre or more. The densities in the middle range have generally been regarded as the most noise sensitive. The proposed Vista Santa Rosa development near Jacqueline Cochran Regional Airport falls squarely into the density gap deemed incompatible.

Our approach to this sub-task will be to address the issues in conjunction with the work on the Task 5 sub-task. Additionally, we will look at the specific details of the Vista Santa Rosa project and explore whether there may be unique alternatives for it that would not be applicable on a countywide basis.

2. **Task 2 – Update Airport Land Use Compatibility Plan Documents**

- a. Consultant will assist in editing, formatting, and printing proposed updated Airport Land Use Compatibility Plan documents

**Work Product**

1. Staff draft updated Airport Land Use Compatibility Plan documents (Countywide Policies and Jacqueline Cochran Regional Airport Land Use Compatibility Plan) (Microsoft Word and PDF)
2. Public hearing draft updated Airport Land Use Compatibility Plan documents (Countywide Policies and Jacqueline Cochran Regional Airport Land Use Compatibility Plan) (Microsoft Word, PDF, 15 hardcopies)
3. Final updated Airport Land Use Compatibility Plan documents (Countywide Policies and Jacqueline Cochran Regional Airport Land Use Compatibility Plan) (Microsoft Word, PDF, 5 hardcopies)

**BIDDER'S RESPONSE:** *In this area, Task 2, Sections 1, 2 &.3, please acknowledge that you have read and understand the statement above and provide a detailed narrative response including your firms proposed approach in fulfilling this requirement.*

**TASK 2 RESPONSE**

The Mead & Hunt team's understanding of this task is that it provides the overall framework within which the end results of all the other work products, with the exception of the CEQA documents, will be contained. This approach matches the organization of the current ALUCP which has a set of countywide policies coupled with individual policies and maps for each airport. Other than the Task 1 sub-task concerning the Jacqueline Cochran Regional Airport (JCRA), the focus of the ALUCP update project is on revisions to the countywide policies.

Our expectation of Task 2 is that the work product will include a complete version of Chapter 2, the countywide policies chapter. We will prepare the initial draft using Word's track changes feature so that proposed changes are readily identifiable. Minor changes to Chapter 1 will likely also be necessary and will be done in the same manner. Policy revisions for JCRA will be presented in the corresponding section of Chapter 3, but only that section will be provided as specific policies for other airports are not changing. With the exception of possible mapping changes for JCRA, other revisions to the ALUCP are all text oriented and new maps for other airports will not be required.

For the public review version, rather than providing a document with track changes, we suggest that a clean version be produced but with revised policies highlighted. The final updated plan will have any mark-ups removed. Mead & Hunt will produce printed copies as indicated in the RFP. As required, printing costs will be included as part of the fully inclusive blended hourly rates.

### 3. Task 3 – CEQA Document

- a. Preparation of a CEQA document to analyze the impacts of the proposed update to Airport Land Use Compatibility Plan policies is required. Since the anticipated changes to policies would generally be a relaxation in criteria and policies, thus displacing less development compared to existing criteria and policies, impacts from the proposed update would be anticipated to be addressed through preparation of an Initial Study and Negative Declaration. Brief analysis related to development displacement will need to be included, but detailed analysis should not be necessary based on the updates anticipated. However, proposals should also include an optional budget for preparation of an Environmental Impact Report if during the process of preparing the update and analyzing its impacts result in potential for significant impacts.
- b. Consultant will prepare a draft initial study for ALUC staff and ALUC legal counsel review and comment. The initial study should highlight what the proposed update would consist of (and not consist of) and clearly and concisely analyze what impacts would occur as a result of the proposed update.
- c. Consultant will prepare revisions to the draft initial study based on ALUC staff's and ALUC legal counsel's comments to the satisfaction of ALUC staff and ALUC legal counsel.
- d. Consultant will prepare all necessary documents and handle all distribution of the draft initial study to the State Clearinghouse and other agencies as necessary.
- e. Although only anticipated to include an Initial Study/Negative Declaration, Consultant will assist on any responses to public/agency comments that may be received during the public review period. If an Environmental Impact Report is prepared, Consultant will assist with Response to Comments for any public/agency comments that may be received during the public review period.

#### **Work Product**

1. Staff draft initial study (Microsoft Word and PDF)
2. Revised/Final initial study for public review (Microsoft Word, PDF, 15 hardcopies)
3. Digital and hardcopies of initial study and summary per requirements for transmittal to State Clearinghouse (hardcopies and PDFs on CD as necessary)

**BIDDER'S RESPONSE** *In this area, Task 3, Sections 1, 2 & 3, please acknowledge that you have read and understand the statement above and provide a detailed narrative response including your firm's proposed approach in fulfilling this requirement.*

Mead & Hunt understands the statement above.

#### **TASK 3 RESPONSE**

##### **CEQA Documents**

Based on the outcome of the 2007 Supreme Court decision in Muzzy Ranch Company v. Solano County Airport Land Use ALUC, an ALUCP is considered a project as defined by the California Environmental Quality Act (CEQA). Although the court decision provided some guidance regarding the level of analytical detail contained in a CEQA analysis in support of an ALUCP, it did not specify which type of document should be prepared. Since ALUCPs are planning documents that do not involve physical changes to the environment, an Initial Study/Negative Declaration (IS/ND) is frequently sufficient.

The proposed Riverside County ALUCP update includes two major components:

Changes to the countywide ALUCP policies associated with nonresidential intensities

Changes to the ALUCP policies that are specific to the Jacqueline Cochran Regional Airport

**BIDDER'S RESPONSE** *In this area, Task 3, Sections 1, 2 &.3, please acknowledge that you have read and understand the statement above and provide a detailed narrative response including your firms proposed approach in fulfilling this requirement.*

The proposed countywide policies will result in the relaxation of intensity restrictions for non-residential uses at all airports, and they are unlikely to result in a potentially significant impacts. Since the countywide policies will apply to JCRA, Mead & Hunt anticipates the preparation of a single IS/ND to address both the countywide policy changes as well as policies changes that are specific to JCRA. However, we will work with staff and legal counsel to confirm that this approach is most appropriate based on the results of the consistency review/displacement analysis. If a potentially significant impact is identified during the analysis or preparation of the IS/ND, Mead & Hunt will work with ALUC staff to determine whether an Environmental Impact Report (EIR) is necessary. The scope and cost of the EIR would be determined based upon the issues triggering the need for an EIR.

#### **Consistency Review/Displacement Analysis**

Mead & Hunt anticipates that the analysis presented in the CEQA document will focus on land use and safety. Environmental resources will not likely be required. Mead & Hunt will perform a qualitative consistency review to determine whether the proposed policy changes would require an update of local general plan land use elements for all jurisdictions included in the Riverside County airport influence areas. Although Mead & Hunt does not anticipate that either residential or non-residential displacement will occur as a result of the proposed policy changes associated with JCRA, we anticipate that a more in-depth analysis including a quantitative analysis may be required. We will include maps/illustrations to identify the portions of the JCRA airport influence area to which policy revisions will apply.

#### **Prepare CEQA Document**

Mead & Hunt will prepare an IS/ND in accordance with CEQA statutes, the CEQA Guidelines and applicable County guidelines. The IS/ND will develop a clear project description, and it will provide a clear and concise analysis of the potential effects of the proposed ALUCP policy revisions. Mead & Hunt will prepare an Administrative-draft IS/ND for review by ALUC staff and legal counsel. The document will include tables or graphics as necessary to support the analysis. Mead & Hunt staff will participate in one meeting or teleconference with ALUC staff and legal counsel to address changes to the Administrative-Draft IS/ND. We will incorporate the comments and provide ALUC staff and legal counsel with a Final IS/ND for public circulation. Mead & Hunt will submit 15 copies of the Final IS/ND to the State Clearinghouse with appropriate notices and forms (Notice of Completion, summary forms, etc.).

It is unlikely that the proposed IS/ND will require review by the California Department of Fish and Wildlife, which charges jurisdictions a fee of \$2,210.25 to review CEQA documents. Mead & Hunt will assist ALUC staff in filing a No Effects Determination (NED) Request Form for submission to the local California Department of Fish and Wildlife office for review. If the Department determines that the project will have no effect on fish and wildlife, it will waive the fee and document its decision. The Form must be provided to the Department at the start of the public review period, and NED approval must be presented to the County Clerk with a copy of the Notice of Determination following adoption of the IS/ND.

#### **Respond to Public Comments**

Mead & Hunt will assist ALUC staff in responding to comments received from the public/agencies during the 30-day review period associated with the IS/ND. We will review the comments and provide a brief response to each comment for review by ALUC staff and inclusion in the public record. We will also prepare Findings on the IS/ND to facilitate document adoption. If mitigation measures are required, we will assist ALUC staff in preparing a mitigation monitoring plan in accordance with CEQA requirements.

Mead & Hunt is available to prepare the Notice of Determination, but we assume that ALUC Staff will file the NOD with a copy of No Effects Determination approval.

**4. Task 4 – Adoption Hearings**

- a. Consultant will attend and participate in the public hearing process as ALUC considers the proposed Plan updates and environmental document. A minimum of two (2) adoption hearings is anticipated.

**Work Product**

- 1. Powerpoint as necessary to highlight any specific topic addressed by Consultant

***BIDDER'S RESPONSE:*** *In this area, Task 4, Section 1, please acknowledge that you have read and understand the statement above and provide a detailed narrative response including your firms proposed approach in fulfilling this requirement.*

**TASK 4 RESPONSE**

In addition to the two adoption hearings anticipated in the RFP, Mead & Hunt suggests that working meetings with ALUC staff and a subcommittee of the ALUC will be useful during the course of the project. Our proposal includes costs for in-person attendance at two such meetings. We anticipate having two staff present at all four of these meetings. In addition to the in-person meetings, we will work closely with ALUC staff via e-mail and telephone calls throughout the project. As stated in the RFP, Mead & Hunt will prepare a PowerPoint presentation as needed for each in-person meeting.

**5. Task 5 – Other Optional Countywide Plan Policy Clarifications**

- a. The following tasks address other topics ALUC staff may wish to address in the proposed update to the Countywide Policies to address certain policy clarifications and refinements. Consultant proposals should include any qualified sub-consultants necessary and expand on the scope of the tasks as they see fit. **Optional tasks would be selected by ALUC staff based on their cost, schedule, desirability, and effectiveness. Proposed anticipated cost should be provided separately for each optional task.**

**Policy Option 1 – Wildlife Hazards**

- a. The Countywide Policies at present do not provide extensive guidance regarding wildlife hazards and bird attractants. Staff has relied on the FAA Advisory Circular and on a report prepared by LSA Associates that specifically addressed Jacqueline Cochran Regional Airport and Bermuda Dunes Executive Airport.
- b. For purposes of limiting the potential of bird strike, ALUC has typically applied a condition on most projects limiting retention/detention basins to contain water for no more than 48 hours following the end of a storm event. ALUC has also typically applied a condition limiting the type of landscaping around retention/detention basins so it does not attract birds and other wildlife. In certain



circumstances when projects have had large areas of standing water longer than 48-hours, ALUC has required covering/netting of the area to prohibit or deter birds from being attracted to the area.

- c. This task is intended for the consultant to research, analyze, and present any policies for projects to comply with to limit hazards from wildlife on aircraft. A qualified biologist (pursuant to FAA Advisory Circular 150/5200-36A) would be required to perform certain research and analysis. Research, analysis, and policies should include the following:
- i. Review and analysis of FAA requirements and their applicability to the public use airports in Riverside County.
  - ii. The location of each airport relative to common migratory bird paths
  - iii. The habitat conditions necessary to attract and accommodate migratory birds
  - iv. The relative habitat attractiveness and resulting potential hazard from other development water features (i.e. ponds, fountains, pools, etc.)
  - v. The relative risk of bird strikes based on Compatibility Zone and/or distance and direction from the runway and traffic pattern
  - vi. The relative risk of bird strike between light aircraft and jet engine aircraft and the applicability between airports that accommodate less or more of either
  - vii. Policies, conditions, and best management practices to apply to projects, potentially based on Compatibility Zone and/or distance direction from airport
  - viii. Other best management practices to require projects comply with
  - ix. The consultant shall provide for a report from a qualified airport wildlife biologist as to wildlife attractants and the efficacy of land use and development controls in addressing these issues.
  - x. The qualified airport wildlife biologist shall work with a licensed landscape architect to identify vegetation that should be recommended and vegetation that should be prohibited in the vicinity of detention basins.
  - xi. Produce an official report/circular than can be provided to applicants during initial project consultations when projects contain such features.

### **Work Product**

1. Memos, summaries, and reports of analysis (Microsoft Word and PDF)
2. Proposed policies (Microsoft Word and PDF)
3. Proposed BMPs, handouts, brochures, guidelines, etc. for public availability (Microsoft Word and PDF)

### **Policy Option 2 - Solar/Glare**

- a. ALUC staff has reviewed multiple solar facilities within airport influence areas, primarily around the Blythe Municipal Airport. Most of the more recent projects have included basic to very detailed glare analysis. The most detailed of these analyses have included determinations of whether glare is being directed into an aircraft's/pilot's focused or peripheral view based on time of year and day, angle of solar panels, the approach and departure from various runways, and the distance and elevation of an aircraft as it approaches or departs. Project's have generally been found Consistent when glare is not created in the focused view and only within the peripheral view when not close into the approach or departure from a runway.
- b. While this level of analysis is able to determine whether glare occurs and to what direction, what it does not conclude is to what intensity the glare does occur.

- c. This task is intended for the Consultant to survey the prior analyses received by ALUC and determine their suitability as a guide for future solar projects around airports. This would include the following:
- i. Is analysis based on direction of glare toward aircraft sufficient/appropriate to determine hazards to aircraft?
  - ii. Whether calculation of the level of glare is important.
  - iii. What design measures/best practices should be incorporated on photovoltaic and reflective solar facilities.
  - iv. What are the benefits and limitations of SGHAT as a screening and analysis tool.
  - v. Other potential hazards related to solar facilities (wildlife attractant, electronic interference, etc.)
  - vi. Development of guidelines/handout for glare consultants to follow in preparing glare analyses
  - vii. This task may require the consultant to prepare a sample glare analysis for areas around the Jacqueline Cochran Regional Airport, in particular oriented around the adjacent Thermal Motorsports Park and potential roof mounted photovoltaic solar panels for the multiple units/garages to analyze a cumulative worst-case scenario.

**Work Product**

1. Memos, summaries, and reports of analysis (Microsoft Word and PDF)
2. Proposed policies (Microsoft Word and PDF)
3. Proposed handouts, brochures, guidelines, etc. for public availability (Microsoft Word and PDF)
4. Sample glare analysis for areas around Jacqueline Cochran Regional Airport

**Policy Option 3- Risk Reduction Measures and Bonus**

- a. The current Countywide Airport Land Use Compatibility Plan allows for the consideration of an intensity bonus from the typical Compatibility Zone criteria for projects that incorporate design measures that reduce the risk of hazards to people if an aircraft accident occurred on the project site.
- b. The consideration and calculation of the bonus for a specific project has been informal but has typically been applied proportionally. For instance if a project incorporated three (3) of the seven (7) suggested risk reduction measures, then the project was recommended for consideration of 3/7 of the maximum 30% bonus, so a 12.9% bonus.
- c. This approach has assumed that each of the seven (7) suggested measures are equivalent in their ability to reduce risk. This approach has also not taken into account when a project has included a substantial individual risk reduction measure, but only received a proportional bonus as one measure.
- d. This task is intended for the Consultant to research, analyze, and present any updates to policies to clarify how risk reduction should be calculated in terms of what the actual benefit of certain risk reduction measures are.
- e. With the anticipated increase in the amount of people allowed in Compatibility Zones pursuant to the 2011 Handbook, this task may also consider whether Risk Reduction Bonus is still necessary or even desirable.

**Work Product**

1. Memos, summaries, and reports of analysis (Microsoft Word and PDF)

## 2. Proposed policies (Microsoft Word and PDF)

### **Policy Option 4 - Building Code/Occupancy Calculations**

- a. ALUC staff has traditionally relied on the building code when calculating occupancy for proposed buildings. ALUC staff has also utilized alternative methods estimating building occupancy based on parking spaces and has in certain circumstances allowed for special calculations prepared by project proponents. Despite these alternative methods, the building code is still the primary method of calculation relied on by staff.
- b. The building code in many cases overestimates occupancy compared to how most buildings are realistically used, even in worst case scenarios. The current Airport Land Use Compatibility Plan does specifically allow a 50% reduction in calculated occupancies for retail and office uses. Certain individual Airport Land Use Compatibility Plans (Chino, French Valley, March ARB/IP) that have been updated more recently have included special policies for calculation of retail occupancies at lower rates (between 1 person per 115 square feet and 1 person per 170 square feet).
- c. This task is intended for the Consultant to research, analyze, and present any updates to countywide policies to adopt occupancy assumptions for common land uses that would be in place of standard building code assumptions. Typical land uses would include office, retail, warehouse (of varying types), restaurants, storage, manufacturing, and assembly/church uses.
- d. Analysis should also include whether and how intermittent use of facilities (i.e. churches) should be considered in calculation of intensity and comparison to applicable intensity criteria.
- e. Analysis should also include how best to approach shell buildings, in particular industrial buildings that could accommodate a wide range of land uses.
- f. With the anticipated increase in the amount of people allowed in Compatibility Zones pursuant to the 2011 Handbook, this task may also consider whether sole reliance on the Building Code to determine non-residential anticipated occupancy with no options for automatic reductions in occupancy assumptions or acceptance of applicant's projected occupancy is feasible and desirable.

### **Work Product**

1. Memos, summaries, and reports of analysis (Microsoft Word and PDF)
2. Proposed policies (Microsoft Word and PDF)

### **Background**

- a. The provisions of the 1998 California Building Code have traditionally been utilized to determine intensity of nonresidential developments, with the proviso that maximum Building Code occupancies are reduced by half for retail and office uses. Thus, retail uses are assumed to be occupied by one person per 60 square feet of retail area, and office areas are assumed to be occupied by one person per 200 square feet of office area. However, based on subsequent information obtained from our 2004 ALUCP consultant, ALUCPs adopted or amended after 2006 (French Valley, Chino, Perris Valley, and March) reflect an assumption that retail areas will be occupied by one person per 115 square feet. (The French Valley ALUCP also provides for an assumed occupancy of one person per 170 square feet for non-food retail buildings, i.e., excluding buildings with restaurants, cafes, coffee shops, supermarkets, full service drug stores, big box stores, etc.)

- b. Additionally, in conjunction with consideration of the March ALUCP, ALUC adopted occupancy assumptions for large warehouse/distribution center facilities. Staff proposes that these occupancy assumptions be incorporated into the Countywide Policies so that they can be utilized for projects in any of the Compatibility Plans subject to those policies.
- c. ALUC has reviewed a number of projects with intermittent high intensity uses (such as churches) that may have high occupancies for a limited number of hours one or two days a week. The current ALUCP does not include any provisions to consider the intermittent use of a project despite potentially exceeding the applicable non-residential intensity criteria. Arguments have been made by project proponents that the intermittent use of a facility would limit the risk a facility would be exposed to. However, in the case of churches these high occupancies would typically occur on Sundays near airports that have a typically high number of operations on weekends.
- d. ALUC reviews development projects at their earliest entitlements, typically when the site and building design is known, but the end user of a building is not specifically known. This results in ALUC assuming a worst case scenario in development potential and intensity. Typically, this is addressed via conditions on projects to restrict certain uses or require ALUC review if certain uses are proposed or if uses of a certain size are proposed that may be of concern in relation to applicable intensity criteria. Some project applicants have been resistant to conditions that may require further ALUC review since it would be seen as an extra hurdle for tenants that may want to locate within their building.
- e. Although the use of the building code as a basis to determine occupancy has been an issue at times with the current ALUCP, with the anticipated increase in the amount of non-residential intensity allowed, it may be less necessary to provide alternative building code calculations to get certain land uses to be consistent with the more relaxed criteria. This task may wish to analyze and determine whether sole reliance on the building code method should be proposed, considering this method would also be enforced by local jurisdictions' building and fire officials, thus limiting the need for special ALUC limitations on occupancy that would be below building code.

#### **Policy Option 5 - Runway Centerline Setback**

- a. The current Airport Land Use Compatibility Plan has criteria for Compatibility Zones B1 and B2 for development to "located structures maximum distance from extended runway centerline". This criteria is not specific on what is acceptable at minimum.
- b. This task is intended for the Consultant to research, analyze, and present any updates to countywide policies to clarify the minimum setback from runway centerlines in relation to the relative hazards within these zones and the distances and direction from the runway and aircraft traffic.
- c. Investigate the feasibility of allowing increased densities equivalent to the full site to offset lot size lost through the setback from each side of centerline.

#### **Work Product**

1. Memos, summaries, and reports of analysis (Microsoft Word and PDF)
2. Proposed policies (Microsoft Word and PDF)

#### **Policy Option 6 – Residential Densities in Compatibility Zone D**

- a. The current Airport Land Use Compatibility Plan has criteria for Compatibility Zone D to restrict residential development between 0.2 dwelling units per acre and 5.0 dwelling units per acre primarily on the basis of restricting noise sensitive land uses that may complain about aircraft activities.
- b. This restriction is applied throughout Compatibility Zone D regardless of location relative to CNEL contours.
- c. Although not directly supported by the 2011 Handbook and its recommended standards, the Commission has expressed its interest in preserving this general provision to restrict noise sensitive residential land uses.
- d. Due to typical City land use designation density ranges capping at 5.0 dwelling units per acre, this by default makes these land use designations inconsistent within Compatibility Zone D and any implementing development unable to comply with the criteria.
- e. Staff is considering lowering the threshold to the higher density criteria to accommodate some of the more typical single-family residential development for Riverside County. Consultant should analyze what lower threshold should be considered based on relative noise exposure and safety risks within Compatibility Zone D.
- f. Additionally, analysis should be included of whether a clarification of "net" acreage to determine density for residential development in any zone should be included in any policy update.

**Work Product**

1. Memos, summaries, and reports of analysis (Microsoft Word and PDF)
2. Proposed policies (Microsoft Word and PDF)

**Background**

- a. As noted above in the discussion of Vista Santa Rosa, Countywide Policies currently restrict residential development in AC Zone D to either very low rural densities (less than or equal to one dwelling unit per five acres) or moderate to high densities (five or more dwelling units per acre) and prohibit intermediate residential densities that are greater than 0.2, but less than 5.0, dwelling units per acre. (These provisions do not apply within the March Air Reserve Base/Inland Port and Palm Springs International Airport Influence Areas (AIAs), given the sizes of these AIAs and the sizes of aircraft using these facilities.) The 2011 Handbook does not limit residential densities in the Traffic Pattern Zone, stating only that noise and overflight should be considered.
- b. The prohibition of intermediate residential densities in AC Zone D stems predominantly from the concept that persons residing in homes on lots within this density range are the most likely to register complaints regarding aircraft noise. ALUC reaffirmed its commitment to retaining the general concept of prohibiting intermediate densities in AC Zone D when considering proposed amendments to the Jacqueline Cochran ALUCP in 2006 and the French Valley ALUCP in 2007. However, in recent months, the Commission has had to deal with a number of projects that fell short of the minimum net density of 5.0 dwelling units per acre. Additionally, the County and other jurisdictions use 5.0 dwelling units per acre as an upper limit for the most popular range of residential tract development. Thus, large amounts of acreage in AC Zone D have land use designations that are inconsistent with Compatibility Plans with no intersection between the allowable ranges pursuant to

the General Plan and the allowable ranges pursuant to the Compatibility Plan, resulting in the phenomenon of potential residential yield displacement.

- c. In order to evaluate the appropriateness of altering the existing criteria for AC Zone D, it is important to note that the rationale for the prohibition of intermediate residential densities in AC Zone D was based on anecdotal testimony that residents of suburban and ranchette housing are most likely to register complaints regarding aircraft noise. In order to further study this matter, the consultant shall contact the managers of each airport, obtain a history of noise complaints over the past decade, and determine the locations of resident complaints relative to AC zone boundaries and types and densities of housing units (to the extent such data is available).

#### **Policy Option 7 – Residential Infill in Compatibility Zone D**

- a. The standard infill provisions per section 3.3.1 are generally not applicable within Compatibility Zone D for residential development since the provisions allow for densities a certain amount greater than the criteria or surrounding development, but does not allow for densities a certain amount less than the criteria or surrounding development, in particular less than 5.0 dwelling units per acre.
- b. This task is intended for policies to be analyzed and updated to apply infill provisions for Compatibility Zone D to allow infill development despite being between 0.2 dwelling units per acre and 5.0 dwelling units per acre.

#### **Work Product**

1. Memos, summaries, and reports of analysis (Microsoft Word and PDF)
2. Proposed policies (Microsoft Word and PDF)

#### **Background**

- a. Section 3.3.1 of the Countywide Policies includes special provisions relating to infill development. As applied to residential uses, projects meeting the criteria of subsection 3.3.1(a) are eligible for an increased density not exceeding the average density of existing lots located wholly or partially within 300 feet of the boundary of the project site. However, the increased density cannot exceed double the density permitted in accordance with Table 2A. This provision works well for AC Zones B2 and C, but not for urban and suburban areas in AC Zone D. Doubling the density for the lower range of AC Zone D would bring densities up to only 0.4 dwelling unit per acre. The upper range of AC Zone D has no upper limit. As a result, the infill policy has not been useful for residential development in AC Zone D.
- b. Staff is proposing that the existing provisions of Section 3.3.1(b) be retained in the Countywide Policies for AC Zones B2 and C, but that a new infill policy is developed for AC Zone D that would permit densities in the intermediate range where such densities are typical of residential development in the surrounding area. Additionally, consideration should be given to expanding the radius for determination of average density from 300 feet to perhaps one-quarter mile.

#### **Policy Option 8 – Open Area Restrictions**

- a. Compatibility Zones B1, C, and D generally require 30%, 20%, and 10% respectively of a particular project's area to be designated as open area. Open area is generally defined as an area with minimum dimensions of 75' x 300' free of obstructions (objects greater than four feet in height and thicker than four inches).

- b. Project's reviewed by ALUC in the past have allowed for areas within internal roadways or adjacent half-width or roadways, detention basins, parking lots, loading areas, natural open areas to qualify as open area provided they are free of obstructions
- c. This task is intended to analyze whether certain types of areas should or should not be considered as open area based on the feasibility of an aircraft making an emergency landing in an area and limiting impacts to people within the open area and surrounding area. Additionally, this task should analyze the acceptability of jurisdictions to locate open area within public right-of-way with consideration of limiting a jurisdictions authority within its right-of-way.
- d. Project size has been calculated on a gross (including half width of surrounding roadways out to centerline) rather than net since the open area requirements (i.e. 30%, 20%, 10%) are a zone wide target; therefore inclusion of the surrounding half width has been justified. However, there have been some projects processed in the past that their net has been substantially below 10 acres, but their gross is above 10 acres since the property fronts on multiple large width roadways. Being above 10 acres gross would trigger the requirement for open area on site; however, the open area is typically required to be provided within the net area of the site which has made it difficult to include even 10% qualifying open area within certain projects. This task should analyze whether a shift to net in the 10 acre threshold should be utilized instead of gross.

**Work Product**

- 1. Memos, summaries, and reports of analysis (Microsoft Word and PDF)
- 2. Proposed policies (Microsoft Word and PDF)

**BIDDER'S RESPONSE:** *In this area, Task 5, Sections 1&2 and all Policy Options, please acknowledge that you have read and understand the statement above and provide a detailed narrative response including your firms proposed approach in fulfilling these requirements.*

**TASK 5 RESPONSES**

**Policy Option 1—Wildlife Hazards**

Mead & Hunt has completed more than sixty Wildlife Hazard Assessments and Management Plans in accordance with Title 14 CFR Part 139.337, twenty of which have been in Southern California, including five airports in Riverside County (Chino, Riverside Municipal, Jacqueline Cochran Regional, Hemet-Ryan, and French Valley). Mead & Hunt's FAA-qualified Airport Wildlife Biologist is knowledgeable about the types of species, their habitats and wildlife attractants that are most likely to occur near public-use airports in Riverside County. Additionally, our staff members have worked with the FAA and industry groups to train airport staff and others in wildlife hazard management practices nationwide.

Based on this experience, we understand that the County's public-use airports are located in diverse environments that provide habitat for a variety of species. Wildlife hazard management is risk management, and the link between land use practices and wildlife hazard management at airports is clear. Mead & Hunt's FAA-qualified Airport Wildlife Biologist and Land Use Compatibility Planners will work with the ALUC to develop wildlife hazard management policies that can be applied to proposed development within the airport influence areas for the County's public-use airports. The policies will be constructed so that they are feasible and defensible within the context of aviation safety, FAA regulations, the State Aeronautics Act, Caltrans Handbook, and species-specific risk management data, and correlated with applicable regulations and guidance (see sample list included in Table 1A).

**BIDDER'S RESPONSE:** *In this area, Task 5, Sections 1&2 and all Policy Options, please acknowledge that you have read and understand the statement above and provide a detailed narrative response including your firms proposed approach in fulfilling these requirements.*

Mead & Hunt understands the statement above.

**Applicable Regulations, Advisory Circulars (ACs), Certalerts, and Other Guidance**

Title 14, Code of Federal Regulations (CFR), Part 139, Part 337, "Wildlife Hazard Management"

Title 40, CFR, Part 258, Criteria for Municipal Solid Waste Landfills

Title 50, CFR, Parts 1-199, Wildlife Management

FAA AC 50/5200-32A, Reporting Wildlife Aircraft Strikes

AC 150/5200-33B, Hazardous Wildlife Attractants on and Near Airports

AC 150/5200-34A, Construction or Establishment of Landfills Near Public Airports

CertAlert No. 98-05, Grasses Attractive to Hazardous Wildlife

CertAlert No. 04-16, Deer Hazard to Aircraft and Deer Fencing

CertAlert No. 06-07, Requests by State Wildlife Agencies to Facilitate and Encourage Habitat for State-Listed Threatened and Endangered Species and Species of Special Concern on Airports

FAA/USDA, *Wildlife Hazard Management at Airports: A Manual for Airport Operators*

FAA Wildlife Strikes to Civil Aircraft in the United States (1990-2015)

Landscaping to Avoid Wildlife Conflicts (USDA-APHIS-WS, 2011)

ACRP Report No. 32: *A Guidebook for Addressing Aircraft/Wildlife Hazards at General Aviation Airports*

**Policy Option 2—Solar/Glare**

The FAA has established requirements for evaluating the ocular impact of any proposed solar energy system on a federally-obligated airport. The evaluation criteria and analysis (which can be found at <https://share.sandia.gov/phlux>) is required to obtain FAA approval to revise an airport layout plan to depict a solar installation on airport property and/or to receive a "no objection" to a Notice of Proposed Construction Form 7460-1.

A proposed project must meet the following standards:

1. No potential for glint or glare in the existing or planned airport traffic control tower cab
2. No potential for glare or "low potential for after-image" along the final approach path for any existing landing threshold or future landing thresholds (including any planned interim phases of the landing thresholds) as shown on the current FAA-approved airport layout plan. The final approach path is defined as two miles from 50 feet above the landing threshold using a standard three degree glidepath.

Mead & Hunt is familiar with these standards and analysis and can assist Riverside County with reviewing prior analyses received by the ALUC to determine their suitability as guidance for a future solar project around the airport.

**Policy Option 3—Risk Reduction Measures and Bonus**

As the Riverside County ALUC has discovered, providing an intensity bonus for risk reduction measures, while reasonable in concept, it is difficult to implement. Some ALUCs have taken the position that current building codes require some of these features already and thus have simply increased the allowable intensities of the basic criteria. With input from architects on our staff, Mead & Hunt will investigate this topic to get an understanding of what features are dictated by current building codes and how these requirements relate to the safety concerns addressed by the ALUCP. The outcome will serve to inform the adjustments to nonresidential intensities to be done in Task 1.

**Policy Option 4—Building Code/Occupancy Calculations**

In most of the ALUCPs that Mead & Hunt have prepared for other ALUCs over the last decade, we have introduced the concept of occupancy levels as a means of determining nonresidential usage intensities. Occupancy levels—square feet per person—are what building codes rely upon. However, as the RFP notes, direct use of building code occupancy levels generally do not work for ALUCP purposes in that the building code numbers are intended to represent an absolute, never to be exceeded by occupancy,



**BIDDER'S RESPONSE:** *In this area, Task 5, Sections 1&2 and all Policy Options, please acknowledge that you have read and understand the statement above and provide a detailed narrative response including your firms proposed approach in fulfilling these requirements.*

Mead & Hunt understands the statement above.

whereas ALUCs normally focus on typical peak-period usage (this is similar to the FAA's use of the average day of the busiest month as the basis for analyzing airport usage and capacity). Research from a variety of sources has been used to establish typical occupancy levels for a range of land use categories. As part of this task, Mead & Hunt will do an online search to look for any additional data on the topic and also will seek any data that local agencies in Riverside County may have.

Once the occupancy level has been determined for a particular land use category, a floor area ratio (FAR) can be calculated for the allowable usage intensity of each compatibility zone. The listing of FARs in the compatibility criteria table is not intended to replace the requirement for compliance with usage intensity limits. However, for the local agencies that use FARs in their planning, having this information available can provide a quick consistency determination for most projects. As part of this sub-task, we will explore this option with the ALUC and staff.

The RFP notes two other issues to be explored in this sub-task: intermittent uses and shell buildings. Both are common concerns among ALUCs and Mead & Hunt can offer some insights based upon experience with other clients. We will also seek input from local agencies in Riverside County regarding how they manage these types of situations apart from when the ALUC is involved.

#### **Policy Option 5—Runway Centerline Setback**

The issue of how far away from extended runway centerlines development should be avoided is a difficult one. To a significant extent, the answer is airport dependent or at least dependent upon the types of aircraft that fly at the airport. The accident database in the Caltrans Handbook can nonetheless provide some insights into this issue. Having led the work on analyzing the database for Caltrans, Mead & Hunt already has the data available. For this sub-task, we will explore the database and other available information for possible policy insights.

#### **Policy Option 6—Residential Densities in Compatibility Zone D**

At the time that the current high-low density options for Zone D were adopted, the concept was unique to the Riverside County ALUC. The objective was to keep residential densities essentially rural in character or, where doing so was impractical and safety was not a controlling factor, to allow high densities. Originally, the high density option bottomed out at eight dwelling units per acre thus dictating that residential uses be multi-family rather than single-family. Ultimately, densities down to five dwelling units per acre were allowed. A further lowering of this limit may defeat its purpose. To the extent that doing so is a possibility, other policy options that might accomplish similar goals will need to be explored.

As the RFP indicates, a tabulation of noise complaint histories at airports in Riverside County will be informative with respect to this issue. Mead & Hunt will contact the airport managers for data they have gathered and will also consider any similar data we have from other airports or can readily obtain.

#### **Policy Option 7—Residential Infill in Compatibility Zone D**

Infill criteria similar to those used in the Riverside County ALUCP have been adopted by other ALUCs. However, when these criteria are combined with the limitations of the high-low residential density policy for Zone D, we can see how unanticipated conflicts might occur. We will work with ALUC staff to examine actual examples of these circumstances and seek to draft infill criteria that will work better.

#### **Policy Option 8—Open Area Restrictions**

Like several of the other issues above, the current open area restrictions make sense in concept, but can be challenging to implement. The aircraft accident data to be gathered in Task 1 may provide some insights as will a closer look at the Caltrans aircraft accident database. The basic question is: what types of land use features significantly worsen the severity of an aircraft accident for the aircraft occupants? We will also look into the issue of implementation of the criteria at the project level versus in general plans and specific plans.

**6. ESTIMATED TIMEFRAME**

The scope of services is anticipated to be completed within 19 months (not later than December 2017) and subject to renegotiation if the services are not provided within this timeframe. Establishing funding sources for this contract may delay awarding of contract and commencement of services. Following is the general estimated timeframe for the scope of work. A more detailed schedule for completion of individual tasks is expected to be developed between ALUC staff and consultant prior to finalizing the awarding and executing of a contract to ensure the overall timeframe shown below is met.

- a. Review and Select Proposals – March 2016
- b. Submit Proposal Selection Abstracts to CalTrans – April 2016
- c. Award and Execute Contract for Consultant – June 2016
- d. Completion of Tasks by ALUC staff and Consultant – July 2016 to September 2017
- e. Preparation of CEQA Document – May 2017 through September 2017
- f. Post CEQA Document for Public Review – September 2017
- g. Adoption Hearing(s) – November/December 2017

**BIDDER'S RESPONSE:** *Please acknowledge Item 6, that you have read and understand the statement above and provide a detailed narrative response including your firms proposed approach in fulfilling this requirement.*  
Mead & Hunt acknowledges the timeframe realizing it is starting a month later than provided.

**7. Scheduling Expectations**

- a. Multiple in-person or phone conference meetings. Meeting attendees will be coordinated with ALUC staff. The number of meetings would be largely dependent on the need to discuss certain analyses prepared.
- b. 2 adoption hearings before the ALUC (see Task 4).

**8. Work Product**

- a. Work products shall be provided in accordance with the applicable general timeframe as noted in Estimated Timeframe noted previously and in the amounts and formats noted for each individual task. Specific deliverable dates shall be established for listed work products upon contract commencement.
- b. Unless prior arrangements are made with the County, all draft and final documents submitted by Consultant shall be in editable electronic versions (e.g., Microsoft Word), as well as in Adobe.pdf format (when appropriate, i.e., for photo-ready final documents or posting online). A minimum of two (2) hardcopies of each document shall also be submitted to the Riverside County ALUC.
- c. All work prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the Riverside County ALUC are the exclusive property of the Riverside County ALUC and subject to its use and control.

**BIDDER'S RESPONSE:** *In this area, Sections 7 and 8 including all sub-points, please acknowledge that you have read and understand the statement above and provide a detailed narrative response including your firms proposed approach in fulfilling this requirement.*

Mead & Hunt understands the statement above.



## **APPENDIX B**

Focused Riverside County ALUCP Update Budget Detail

Classification	Primary Staff							Secondary Staff				Subtotal Hours	Subtotal Dollars
	Principal	Senior Project Planner	Client Liaison	Project Manager	Planner III	Senior Technician	Admin. Assistant	Senior Project Planner	Project Planner	Project Scientist	Senior Architect		
Team Member	Jon Faucher	Mitch Hooper	Ken Brody*	Maranda Thompson*	Corbett Smith	Todd Eroh	--	David Dietz	Lisa Harmon	Rick Jones	Tim Dacey		
Average Hourly Rate	\$ 273.00	\$ 216.00	\$ 243.43	\$ 196.56	\$ 144.00	\$ 160.00	\$ 95.00	\$ 216.00	\$ 177.00	\$ 177.00	\$ 151.14		
Task 1: Focused Countywide Policy Update	1	2	34	72	32	26	6					173	\$32,471.94
Task 2: Update ALUCP Documents	1	2	6	96		16	32					153	\$26,635.34
Task 3: CEQA Document Preparation			6	32	20	8	6	5	40			117	\$20,640.50
Task 4: Adoption Hearings			56	64		8	8					136	\$28,251.92
<b>Subtotal Hours:</b>	<b>2</b>	<b>4</b>	<b>102</b>	<b>264</b>	<b>52</b>	<b>58</b>	<b>52</b>	<b>5</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>579</b>	<b>--</b>
<b>Tasks 1-4 Subtotal Dollars</b>	<b>\$ 546.00</b>	<b>\$ 864.00</b>	<b>\$ 24,829.860</b>	<b>\$ 51,891.84</b>	<b>\$ 7,488.00</b>	<b>\$ 9,280.00</b>	<b>\$ 4,940.00</b>	<b>\$ 1,080.00</b>	<b>\$ 7,080.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>--</b>	<b>\$107,999.70</b>
<b>Task 5 (Optional Services)</b>													
Option 1: Wildlife Hazards			2	2	10	10	4	18	20	20		86	\$15,267.98
Option 2: Solar Glare			8	8	46		4					66	\$10,523.92
Option 3: Risk Reduction Measures & Bonus			11	20	9		2				16	58	\$10,513.17
Option 4: Building Code/Occupancy Calculations			8	6	5		1				12	32	\$5,755.48
Option 5: Runway Centerline Setback			4	4	12	12	2					34	\$5,597.96
Option 6: Residential Densities in Zone D			8	12	2		1					23	\$4,689.16
Option 7: Residential Infill in Zone D			8	12			4					26	\$5,136.16
Option 8: Open Area Restrictions			8	12			2					24	\$4,816.16
<b>Subtotal Hours:</b>	<b>0</b>	<b>0</b>	<b>57</b>	<b>76</b>	<b>84</b>	<b>28</b>	<b>18</b>	<b>18</b>	<b>20</b>	<b>20</b>	<b>28</b>	<b>349</b>	<b>--</b>
<b>Task 5 Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,875.51</b>	<b>\$ 14,938.56</b>	<b>\$ 12,096.00</b>	<b>\$ 4,480.00</b>	<b>\$ 1,710.00</b>	<b>\$ 3,888.00</b>	<b>\$ 3,540.00</b>	<b>\$ 3,540.00</b>	<b>\$ 4,231.92</b>	<b>--</b>	<b>\$62,299.99</b>
<b>Project Total</b>	<b>\$ 546.00</b>	<b>\$ 864.00</b>	<b>\$ 38,705.37</b>	<b>\$ 66,830.40</b>	<b>\$ 19,584.00</b>	<b>\$ 13,760.00</b>	<b>\$ 6,650.00</b>	<b>\$ 4,968.00</b>	<b>\$ 10,620.00</b>	<b>\$ 3,540.00</b>	<b>\$ 4,231.92</b>	<b>928.00</b>	<b>\$170,299.69</b>

**Budget Assumptions**

Unit of service cost are all inclusive

Up to two Mead & Hunt staff persons to attend meetings and provide technical input Four distinct trips are included (two with overnight stays)

Updating the ALUCP airport background chapters and modifying the compatibility zone boundaries are not included in this planning effort

No land use mapping required, except as related to Jacqueline Cochran Regional Airport

Only minor revisions needed to ALUCP drafts to address comments from ALUC staff, ALUC, Caltrans and/or public Meetings and workshops will utilize PowerPoint; client to print meeting materials

Client responsible for arranging rooms, noticing project meetings, making available project documents and overall coordination with ALUC, Caltrans, affected agencies and/or the public

Client responsible for noticing of CEQA Initial Study/Negative Declaration