



Item #06-12-6
Consent

SACOG Board of Directors

December 7, 2006

Extension of Memorandum of Understanding for McClellan Airport Land Use Compatibility Plan Update

Issue: SACOG will need to sign a MOU with Sacramento County Airport System to continue the McClellan Airport Land Use Compatibility Plan

Recommendation: The Land Use & Housing Committee recommends that the Board authorize the Executive Director to negotiate and sign a MOU with Sacramento County Airport System.

Committee Action/Discussion: The Land Use & Housing Committee heard this item on December 4 and unanimously recommended approval by the SACOG Board. The existing MOU with Sacramento County Airport System (SCAS) expired, and a new MOU will need to be signed to continue the development of the McClellan Airport Land Use Compatibility Plan (ALUCP). Legal counsels for both SCAS and SACOG concurred that it is more appropriate to sign a new MOU instead of extending the expired one.

As the Airport Land Use Commission (ALUC), SACOG is responsible for managing updates to any ALUCP within its jurisdiction. However, normally, the airport operator (in McClellan's case, SCAS) pays for the consultant fees and SACOG staff reimbursement. SACOG entered the original agreement with SCAS to develop the update of the McClellan ALUCP in March, 2005. That MOU had an \$84,000 budget, of which \$17,000 would be used for reimbursement of SACOG staff time to the project, and \$67,000 for consultant services. A selected contractor signed a contract with SACOG to perform the work up to \$67,000. However, since that contract, the contractor identified several other tasks that needed to be completed, and SCAS agreed to pay the difference, bringing the total contractor fees to \$118,300. SACOG would still receive the \$17,000 reimbursement and therefore the total MOU figure to be paid by SCAS to SACOG would be \$135,300. As the current MOU between SCAS and SACOG recently expired, a new MOU would include the revised contractor fees and an expiration date of June 30, 2008.

The new draft MOU is attached.

Approved by:

Mike McKeever
Executive Director

MM:GC:ts
Attachment

Key Staff: Kenneth Hough, Director of Community Planning & Operations, (916) 340-6229
Greg Chew, Senior Planner, (916) 340-6227

**AMENDED DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN
THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS AND
SACRAMENTO COUNTY FOR THE DEVELOPMENT OF THE AIRPORT
LAND USE COMPATIBILITY PLAN FOR MCCLELLAN FIELD**

This Amended Memorandum of Understanding (“Memorandum”) is entered into between the Sacramento Area Council of Governments (“SACOG”) and the County of Sacramento (“COUNTY”) on December ____, 2006.

WHEREAS, the COUNTY is responsible for the reuse planning for McClellan Field (McClellan) for civilian operations; and

WHEREAS, the COUNTY desires to continue to effectively update the operations of McClellan and desires to minimize the number of people exposed to potential airport-related hazards; and

WHEREAS, SACOG is the designated Airport Land Use Commission for Sacramento County and, as such, has authority under State law to prepare and adopt airport land use compatibility plans for areas around airports for the purpose of minimizing the number of people exposed to potential airport-related hazards; and

WHEREAS, the parties entered into a Memorandum of Understanding (“Original MOU”) for the Development of the Airport Land Use Compatibility Plan for McClellan Airfield dated March 8, 2005 and wish to amend the Original MOU to expand SACOG’s scope of services and increase reimbursement by the COUNTY accordingly.

NOW, THEREFORE, BE IT RESOLVED, that the COUNTY and SACOG do agree to undertake the following provisions:

1. **PURPOSE.** The purpose of this Memorandum is to replace the Original MOU and to decide the activities, products, schedule, and method of payment resulting in the adopted Airport Land Use Compatibility Plan (ALUP, formerly known as the Comprehensive Land Use Plan) for McClellan Field.
2. **SCOPE OF SERVICES.**
 - a. **COUNTY.** It shall be the responsibility of the COUNTY to reimburse SACOG for the costs of the preparation, review, and adoption of the McClellan Field Airport Land Use Compatibility Plan consistent with the schedule of payments described in Attachment A of this Memorandum.

It shall also be the responsibility of the COUNTY to serve on the committee to select the project consultant, and to provide such data

or information as is needed by SACOG to prepare the plan that the COUNTY controls or has access to and is requested by SACOG in writing.

It shall also be the responsibility of the COUNTY to participate in the review and adoption process associated with this plan.

- b. SACOG. It shall be the responsibility of SACOG as the Airport Land Use Commission to serve on the committee to select the project consultant. SACOG will also prepare a draft Airport Land Use Compatibility Plan with the assistance of a third party-contractor with necessary environmental documents which comply with the California Environmental Quality Act (CEQA), and to seek adoption of each plan and approval of environmental documents by the Airport Land Use Commission. Specific work activities and estimated schedules are described in Attachment A of this Memorandum.

3. SCHEDULE. The project began on April 1, 2006 and shall be completed no later than June 30, 2008, unless the deadline is extended by mutual written agreement of the parties.

4. REIMBURSEMENT. For services provided by SACOG and the third party contractor pursuant to this Memorandum, the COUNTY shall reimburse SACOG in a total amount not to exceed ONE HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED DOLLARS (\$135,300). This figure is based upon third party contractor fees of up to \$118,300 and SACOG staff time reimbursement of up to \$17,000, all in accordance with Attachment "A-1." This reimbursement shall constitute the sole monetary obligation of the COUNTY under this Memorandum of Understanding. Any reimbursement to SACOG by the COUNTY shall be made only upon the determination by the County Director of Airports that the task for which reimbursement is sought has been satisfactorily performed.

5. REIMBURSEMENT TERMS. SACOG shall directly contract with the selected contractor. Up to once a month, the contractor shall submit an invoice for work completed. If the work is satisfactory to SACOG and the Sacramento County Airport System (SCAS), SACOG pay the contractor and submit an invoice to SCAS for reimbursement. SACOG will also submit an invoice for reimbursement of its staff time to SCAS. SCAS will make payment to SACOG for the combined amounts of the two invoices within four weeks of receipt. SCAS may withhold up to 10% of the contractor's total fees and up to 10% of SACOG's staff reimbursement fees until SCAS is satisfied with the final work product.

6. CHANGES TO THE WORK PROGRAM. Any SACOG proposed changes to the work program contained in Attachment A shall be submitted to the designated contact staff person for the Sacramento County Airport System in writing and such changes shall be incorporated into this Memorandum only upon the approval of the County Director of Airports. Any COUNTY proposed changes to the work program shall be submitted to the designated project manager at SACOG and shall be incorporated into this Memorandum only upon approval by the SACOG Executive Director. No change to the work program incorporated pursuant to this paragraph shall increase the monetary obligation of the COUNTY under this Memorandum unless the County Board of Supervisors expressly approves such increase.

7. COST OVERRUNS. If the selected contractor seeks additional fees for work that is considered beyond the scope of work or for additional fees required to complete the scope of work, SACOG and SCAS must agree in writing on the amended scope and fee amount prior to the start of the additional work. The written amendment between SACOG and SCAS must identify the amended scope of work, the additional fee for the contractor and for SACOG staff reimbursement (if needed) and which party shall pay for the costs.

8. ATTACHMENT A-1. The provisions set forth in Attachment A-1 (Work Scope, Schedule and Cost Estimate) are incorporated into and made part of this agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

MIKE MCKEEVER
Executive Director

APPROVED AS TO FORM:

MILLER, OWEN & TROST
Legal Counsel to SACOG

RECOMMENDED BY:

Kenneth Hough
Director of Community Planning and Operations

SACRAMENTO COUNTY:

Roberta MacGlashan,
Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

Reviewed and Approved By:

Diane McElhern
Deputy County Counsel

Attest: _____
Clerk of the Board of Supervisors

ATTACHMENT “A-1”

WORK SCOPE, SCHEDULE AND COST ESTIMATE

The following services shall be performed as part of the McClellan Field Airport Land Use Compatibility Plan update.

SACOG Responsibilities and Budget

The Sacramento Area Council of Governments (“SACOG”) will perform the following tasks in its role as the lead agency in the development of the Airport Land Use Compatibility Plan for McClellan Field:

1. Coordinate with Sacramento County Airport System (“SCAS”) to produce a Request for Proposal for consultant services to develop the Airport Land Use Compatibility Plan update.
2. Issue the RFP and oversee the process to select the preferred consultant.
3. Manage the development of the consultant scope of work and contract issues.
4. Coordinate and facilitate all the technical advisory or policy advisory committee meetings for the project.
5. Update the Airport Land Use Commission with staff updates and presentations.
6. Coordinate with consultant all technical and public outreach work.
7. Coordinate with SCAS on any issues pertinent to the development of this plan.

SACOG Budget: \$17,000

Contractor Responsibilities and Budget

Contractor Mead and Hunt, Inc. (“Contractor” or “Mead and Hunt”) is responsible for completion of all Task Descriptions as follows. Any and all references to subcontractor Environmental Science Associates (“ESA”) are for convenience only.

TASK DESCRIPTIONS

Element I. Project Management and Coordination

- 0.1 As part of the contract preparation process, refinements will be made to the work scope initially presented by SACOG in the request for proposals to reflect the *[M&H]* proposal and subsequent discussions. *[M&H/ESA]*
- 0.2 Routine administrative matters to be accomplished throughout the project duration are included under this task. Among these matters will be preparation of a brief project status report to be included with monthly invoices. *[M&H]*

Element II. Data Collection and Compilation

1. Compile Base Data and Mapping

- 1.1 Develop an interim ALUCP Planning Area for McClellan Field using as criteria the outer perimeter of the conical surface. Mapping shall be prepared on the Sacramento and Placer County parcel base maps obtained from SACOG and manipulated in a computer format capable of integration with existing SACOG Geographic Information Systems (GIS). *[ESA]*
- 1.2 Verify local agency general plan, specific plan designations, and zoning ordinance districts for the area of the airport; summarize and map for the Airport Planning Area. SACOG and the County of Sacramento Planning Department will provide these data. *[ESA]*
- 1.3 Verify local agency data on existing land uses within the Airport Planning Area obtained from SACOG and County of Sacramento Planning Department. *[ESA]*
- 1.4 Compile and map existing Airport Master Plan, Airport Layout Plan, current and projected noise contours, and any related pertinent information for the airport. *[ESA]*
- 1.5 Obtain aerial photograph of the Airport Planning Area from SACOG. *[ESA]*

2. Review Existing Conditions

- 2.1 Review the 2002 *Airport Land Use Planning Handbook* published by the California Division of Aeronautics. *[M&H]*
- 2.2 Analyze planning designations, zoning categories, and existing land uses within the Airport Planning Area, and develop land use categories for use in the ALUCP. *[M&H]*

- 2.3 Summarize airport land use compatibility policies currently adopted by land use jurisdictions in the airport environs. *[M&H]*
- 2.4 Obtain local agency staff review and comment on information developed in the analysis of existing conditions. *[M&H]*

Element III. Compatibility Plan Preparation

3. *Define Structural Height Limit (Imaginary Airspace) Surfaces*
 - 3.1 Define technical parameters relevant to ALUC review for the airport in the system, i.e., airport role, runway category, type of approach, traffic patterns. (Refer to adopted Master Plan and consultation with Airport Manager.)
[M&H / ESA]
 - 3.2 Define Approach, Transitional, Horizontal, and Conical imaginary airspace surfaces reflecting criteria in Federal Aviation Regulations (FAR) Part 77, Objects Affecting Navigable Airspace for McClellan. *[ESA]*
 - 3.3 Examine all existing and proposed instrument approach procedures to determine whether FAR Part 77 surfaces are consistently controlling. Part 77 may not always be sufficiently restrictive; non-precision Terminal Instrument Procedures (TERPS) may, in fact, be required to establish adequate height restrictions. If that is determined to be the case, appropriate TERPS surfaces will be prepared. *[ESA]*
 - 3.4 Evaluate land use implications for imaginary surfaces for the Airport Planning Area. *[M&H / ESA]*

4. *Define Potential for Aircraft Accidents and Related Risk to Public Safety*
 - 4.1 For the planned operations at McClellan, indicate the risk of accident potential for the area around the airport (including properties on airport property which may include nonairport functions). *[M&H]*
 - 4.2 Evaluate land use implications for aircraft accident potential on which to base policies. Determine what would be an acceptable level of risk to public safety. Determine the areas near the airport that may be subject to significant risk to public safety. The goal shall be to avoid an unacceptable level of risk to the public. *[M&H]*
 - 4.3 Define airport safety zones for McClellan. *[M&H]*
 - 4.3.1 The zones shall be displayed on a base map with current property lines and shown in relationship to defined boundaries on the Airport Layout Plan for McClellan Field. *[M&H / ESA]*
 - 4.3.2 In addition, include a matrix displaying inappropriate land uses for the various safety zones. *[M&H]*

5. *Define Noise Implications and Impact on Existing and Proposed Land Uses*
 - 5.1 The extent to which airport noise affects nearby land use, compatibility shall be assessed based upon the noise contours considering existing standards adopted by SACOG, Sacramento County, the City of Sacramento and other jurisdictions. Noise plan development will include:

5.1.1 An appropriate threshold Community Noise Equivalent Level (CNEL), e.g., 65, 60, 55 dBA, on which to base future land use decisions. [M&H / ESA]

5.1.2 A matrix of CNEL values versus land uses in which the level of compatibility will be indicated. [M&H / ESA]

6. Define Overflight Compatibility Issues

6.1 Review overflight compatibility concerns in the *Airport Land Use Planning Handbook*. [M&H / ESA]

6.2 In consultation with the Sacramento County Airport System Noise Information Office, and the manager of McClellan Field Airport, obtain information on complaints about airport operations by geographic location and land use category (residential, office, commercial). [ESA]

6.3 Based on the complaint experiences of McClellan, evaluate the need for development of appropriate policies to assure airport land use compatibility for the airport. [ESA / M&H]

7. Prepare Airport Land Use Compatibility Plan

7.1 Develop goals, objectives, and policies to help guide development around the airport, and refine on a case-by-case basis, for the Airport Planning Area. The formulation of goals, objectives and policies shall be in accord with the requirements of State ALUC enabling legislation (Section 21670, et seq., of the Public Utilities Code), and with the Airport Land Use Planning Handbook issued by the California Department of Transportation, Division of Aeronautics. The formulation of goals, objectives, and policies shall be rationally based on concerns about potential land use activity near the airport that could adversely affect current and planned airport operations. The goals, objectives and policies shall be in a format that facilitates ease of implementation by individual local agencies. [M&H]

7.2 The proposed ALUCP shall reference the Airport Layout Plan as contained in the current Master Plan, on which the ALUCP is based. Defined zones for Structural Height Limit and Public Safety policies shall make specific reference to defined reference lines on the Airport Layout Plan. [M&H]

7.3 Define the proposed Planning Area for McClellan. The Planning Area shall include all of the area within the aggregate geographic areas where ALUCP policies are proposed. (Planning areas may be greater than the conical surface area.) [M&H]

7.4 Prepare text and maps to define recommended land use patterns and other relevant planning issues with input from ALUC, Department of Transportation, Division of Aeronautics, and Sacramento County Airport System. [M&H / ESA]

7.5 The proposed plan shall be submitted initially in an internal staff-level draft form for the review and comment of the ALUC, Department of Transportation, Aeronautics Program and the Sacramento County Airport System. Following receipt of comments, the consultant shall prepare a summary of the key contents of the proposed ALUCP for public distribution and review. [M&H / ESA]

- 7.6 Coordinate and gain input from the ALUC, Department of Transportation, Division of Aeronautics and the SCAS throughout all phases of the project. *[M&H / ESA]*

8. *Implementation Program*

- 8.1 Results of Tasks 1 through 7 shall be compiled as an overall ALUCP that will maintain and enhance long-term compatibility between each airport and adjacent land uses. Plan elements will, at a minimum, include:
- 8.1.1 Jurisdictional factors, e.g., location and nature of project that affect or determine the scope of ALUC review. The organization, role and function of the ALUC shall be described, and pertinent sections of State law relating to the ALUCs responsibilities. *[M&H]*
- 8.1.2 Criteria, e.g., CNEL, type of use, density, and height, to be used by the ALUC in evaluating future land use proposals. *[M&H / ESA]*
- 8.1.3 Mitigation measures, e.g., insulation, easements, and their applicability to specific types of land use proposals. *[M&H / ESA]*
- 8.2 Recommend actions that could be undertaken by local agencies, at their option, to address airport and ALUC concerns in their own planning processes. *[M&H]*
- 8.3 Provide generic examples of tools that would aid local agencies in effective integration of ALUC policies into regular zoning/subdivision administration practice. Adoption of these administrative tools could be undertaken at the jurisdictions' option to better incorporate airport and ALUC concerns in their own planning processes. These tools shall be included as appendices to the ALUCP. The consultant shall develop at minimum the following tools, all items that can be mapped shall be provided to SACOG in a computer format that can be integrated with SACOG's GIS. *[M&H / ESA]*
- 8.3.1 Produce Overlay Zoning Map – An overlay map that shows the proposed ALUCP goals and policies with the local zoning of the affected city or county shall be produced. This would ensure that the zoning ordinance of the local agency would be consistent with the ALUC policies. *[ESA]*
- 8.3.2 List of Information Required from Applicants of Development Projects – The proposed ordinance shall include a list that shall specify in detail from any applicant for a development project. *[M&H]*
- 8.3.3 Ordinance Requiring Dedication of Noise and Avigation Easement – A draft ordinance shall be produced which would automatically require the dedication of aircraft access and noise generation rights to Sacramento County for a subdivision. The ordinance would be applicable to a geographically defined area in the vicinity of McClellan. *[M&H]*
- 8.3.4 Noise and Avigation Easement – A proposed grant deed instrument providing for the grant deed of access and noise rights to Sacramento County. *[M&H]*
- 8.3.5 Deed Notice – A proposed deed notice providing notification of property buyers near the airport that they may be subject to overflight impacts associated with fixed-wing or rotary aircraft that would transfer with the property's deed. *[M&H]*

8.3.6 Advisory Document – An advisory document to be used to notify prospective property buyers or tenants near the airport that they may be subject to overflight impacts associated with fixed-wing or rotary aircraft. [M&H]

- 8.4 Review current procedures used by ALUC and ALUC staff to review projects submitted by local agencies for consistency determination. Provide memo identifying shortcomings and recommendations for modifications to the procedures. [M&H]

Element IV. Environmental Impact Documentation

9. Prepare Initial Study/Negative Declaration

- 9.1 Evaluate requirements for compliance with CEQA. As a result of litigation pending before the California Supreme Court (*Muzzy Ranch Company v. Solano County Airport Land Use Commission*), the type of environmental document and the level of analytical detail that it must contain to enable ALUC adoption of an ALUCP are currently uncertain. Even the question of whether ALUCP adoption is a project as defined by the California Environmental Quality Act (CEQA) is a topic under consideration in this litigation. Concurrently with preparation of the ALUCP, we will draft a paper outlining CEQA issues and options. Actions that the ALUC may need to take to satisfy CEQA requirements will be described along with any choices and decisions that may need to be made. [ESA / M&H]
- 9.2 Upon completion of the Draft ALUCP, prepare an Initial Study (IS) to identify potential environmental impacts to support the proposed Airport Land Use Compatibility Plan (ALUCP) in accordance with the California Environmental Quality Act (CEQA). The IS will be prepared according to both State CEQA Guidelines and County CEQA Guidelines as described by Tasks 9.1.1. through 9.1.6. [ESA]

This task is predicated upon the following assumptions:

- ▶ The IS will not be prepared until the ALUCP has been reviewed and consensus has been achieved with the SACOG, the County, McClellan staff, and other important stakeholders. If the content of the ALUCP changes during or after IS preparation, we will revise its scope and cost as necessary.
- ▶ An IS and negative declaration will be sufficient to comply with CEQA. If mitigation measures are required, they will be incorporated into the negative declaration as necessary.
- ▶ All noise studies will be completed and approved prior to IS preparation, and no further noise studies will be required as part of IS preparation (i.e., the Board-approved McClellan Theoretic Capacity Contours prepared by LFA).
- ▶ Environmental data will be available from recently developed documents, and additional environmental fieldwork will not be required to obtain data.

Should these documents contain insufficient data for IS preparation, we will revise its scope and cost as necessary.

9.2.1 Review Draft ALUCP – Using the data obtained during the development of Tasks 1 through 8, review the draft ALUCP. This review will focus on ensuring consistency and compliance among the following documents:

- ▶ *McClellan Field Airport Master Plan* and Airport Layout Plan, pursuant to Public Utilities Code Section 21676 (b);
- ▶ *Sacramento County General Plan*, pursuant to Government Code Section 65302.2;
- ▶ The California Division of Aeronautics' *Airport Land Use Planning Handbook*, pursuant to Public Utilities Code 21674.5; and
- ▶ Various Federal Aviation Administration (FAA) guidelines for planning in the vicinity of airports.

A letter report outlining any potential conflicts or suggested revisions to the draft ALUCP will be produced.

9.2.2 Meet with SACOG Staff – The primary issue associated with the ALUCP focuses on the compatibility of proposed residential development with Airport operations. The consultants will meet with SACOG staff to discuss issues and to ensure that SACOG's concerns are documented and adequately addressed, as appropriate, in the draft ALUCP. It is envisioned that this meeting will occur early in the process and also will include attendance by appropriate SACOG and County staff and others (e.g., Airport Manager, SACOG and County land use planners, etc.). We will prepare an agenda for the meeting and provide meeting notes to all meeting participants.

9.2.3 Prepare Administrative Draft Initial Study (IS) and Negative Declaration – We will prepare a draft IS and Negative Declaration in support of the draft ALUCP. Unless otherwise required by SACOG, the draft IS and Negative Declaration will be presented using the IS Checklist format approved by the Sacramento County Department of Environmental Review and Assessment. The draft IS and Negative Declaration will include a project description, an analysis of each environmental issue included in the CEQA Guidelines IS checklist, and any mitigation measures as required. Five copies of the administrative draft IS and Negative Declaration will be provided.

9.2.4 Prepare Draft Initial Study and Negative Declaration – Based on comments received on the administrative draft IS and Negative Declaration, the consultants will revise the document and produce an IS and Negative Declaration for public review and comment. Once SACOG has approved the document, ESA will prepare the IS and Negative Declaration for distribution. We will provide five copies of the draft IS to SACOG and additional copies

as requested by the State Clearinghouse. A total of 35 copies of the IS is estimated to be required.

9.2.5 Prepare Final Initial Study and Negative Declaration – Upon completion of the public review and comment period, we will revise the IS and Negative Declaration, as appropriate, to address all agency and public comments received during the public review period. Five copies of the draft final IS will be provided to SACOG and additional copies as requested by the State Clearinghouse. A total of 35 copies of the IS is estimated to be required.

- 9.3 Evaluate consistency of local jurisdictions’ general plans with ALUCP. Following ALUC adoption of the ALUCP, each local agency affected by the plan must amend its general plan or any applicable specific plan to be consistent with the ALUCP or, alternatively, adopt findings and overrule SACOG in accordance with Section 21676(c) of the Public Utilities Code (Government Code Section 65302.3). We will conduct a review of local jurisdictions’ general plans to assess the extent to which they are not consistent with the draft ALUCP policies. This review will focus on the general plan land use maps, but will also assess whether other types of essential airport land use compatibility measures, such as limits on heights of antennas and other structures, are in place. *[ESA / M&H]*

Element V. Review and Adoption Process

10. Draft ALUCP

- 10.1 Provide five (5) copies of administrative draft ALUCP for review by SACOG staff. *[M&H]*
- 10.2 Revise administrative draft as necessary and print fifty (50) copies of public review draft. *[M&H]*
- 10.3 Prepare a draft report with ALUC staff, for submittal to the Airport Land Use Commission, which compares existing and proposed policies. *[ESA / M&H]*

11. Review and Adoption Process

- 11.1 During the course of the project, M&H and/or ESA will participate in up to 12 public and/or staff-level meetings as follows:
- 11.1.1 Prior to the formal start of work, the consultants will meet with SACOG and SCAS staff to discuss and finalize the project work scope and budget. *[M&H / ESA]*
- 11.1.2 ALUC staff, Department of Transportation, Division of Aeronautics staff, and the Sacramento County Airport System will advise throughout the project. These agencies and the affected local land use jurisdictions will comprise a Technical Advisory Committee (TAC) for the project. M&H and/or ESA participation in up to three meetings of the TAC are included under this scope of work. *[M&H / ESA]*
- 11.1.3 One meeting with SACOG staff to address CEQA compliance as indicated in Task 9.1.2.

- 11.1.4 One public workshop, anticipated to be in held in the evening, will be held after release of the draft plan to obtain public feedback on the proposals. *[M&H / ESA]*
- 11.1.5 Up to two meetings with major affected stakeholders will be held. *[M&H / ESA]*
- 11.1.6 The ALUC will be briefed on project status at up to two key points of the project. *[M&H / ESA]*
- 11.1.7 The ALUC will review and adopt the Airport Land Use Compatibility Plan and the necessary CEQA documentation. The Consultants will participate in up to two public hearings on the draft plan. *[M&H / ESA]*
- 11.2 Prepare a summary tabulation of comments submitted on the draft plan during the public workshop and public hearings or in writing. Responses will be provided and changes to the draft plan recommended as appropriate. *[M&H / ESA]*
- 11.3 After ALUCP is adopted, incorporate approved changes into document and print 25 copies of the adopted plan. *[M&H]*

SCHEDULE AND FEES

Schedule

The key project milestone over which the Contractor has significant control is completion of the administrative draft ALUCP (“Phase I”). Phase I shall be completed and the administrative draft ALUCP shall be submitted to SACOG staff within six months of project commencement. The time required for the review and adoption process (“Phase II”) is highly dependent upon the extent of interest and controversy that the plan generates with affected local jurisdictions and other stakeholders. Our experience on similar projects suggests that adoption of the ALUCP potentially can take place as soon as six months after the public review draft is released, but can take much longer. The type of CEQA document that will be required will also play a part in the ultimate timing of the plan’s adoption.

Fees

Mead & Hunt shall accomplish the scope of work as outlined herein for a lump sum total of One Hundred Eighteen Thousand Three Hundred Dollars (\$118,300). This cost represents a total of some 900 hours of staff time plus expenses. Mead & Hunt and ESA billing rates are as indicated in Exhibit A-1 attached hereto and incorporated herein.

The overall project shall be divided into Phase I and Phase II as described above. Phase I consists of: All of Elements II and III; Task 9.1 in Element IV; the portion of Element V through distribution of the draft ALUCP (Task 10) and

holding a public workshop (Task 11.1.4); and 70% of Element I. The budget for Phase I is Sixty-Seven Thousand Dollars (\$67,000).

Staff hours and total budgets (including expenses) for each of the four work elements (Phase I and Phase II) outlined in this proposal are as follows. Total payments indicated shall be made to Contractor and references to Environmental Science Associates (ESA) are for convenience only.

| | <i>M&H</i> | <i>ESA</i> | <i>Total</i> |
|---|----------------|------------|--------------|
| ‣ <i>Element I. Project Management and Coordination</i> | | | |
| Staff hours | 35 | 20 | 55 |
| Staff budget | \$4,700 | \$3,300 | \$8,000 |
| ‣ <i>Element II. Data Collection and Compilation</i> | | | |
| Staff hours | 40 | 60 | 100 |
| Staff budget | \$4,000 | \$6,800 | \$10,800 |
| ‣ <i>Element III. Compatibility Plan Preparation</i> | | | |
| Staff hours | 220 | 100 | 320 |
| Staff budget | \$25,000 | \$10,800 | \$35,800 |
| ‣ <i>Element IV. Environmental Impact Documentation</i> | | | |
| Staff hours | 15 | 130 | 145 |
| Staff budget | \$2,000 | \$16,200 | \$18,200 |
| Printing, etc. | — | \$1,900 | \$1,900 |
| ‣ <i>Element V. Review and Adoption Process</i> | | | |
| Staff hours | 160 | 120 | 280 |
| Staff budget | \$20,000 | \$16,800 | \$36,800 |
| Printing, etc. | \$5,000 | \$500 | \$5,500 |
| Travel | \$1,000 | \$300 | \$1,300 |
| ‣ <i>Project Total</i> | | | |
| Staff hours | 470 | 430 | 900 |

EXHIBIT “A-1”

(Mead & Hunt and ESA Billing Rates)