



STAFF REPORT

DATE: JUNE 19, 2012
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD FOSTER, CITY MANAGER *Rod Foster*
PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR *MT*
SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN BERNARDINO ASSOCIATED GOVERNMENTS AND THE CITY OF COLTON FOR PREPARATION OF SAN BERNARDINO COUNTY REGIONAL GREENHOUSE GAS INVENTORY AND REDUCTION PLAN AND RELATED ENVIRONMENTAL IMPACT REPORT

RECOMMENDED ACTION

It is recommended that the City Council approve entering into Memorandum of Understanding with the San Bernardino Associated Governments for preparation of City of Colton's portion of the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and related Environmental Impact Report.

GOAL STATEMENT

The proposed action will support the City's goal to further streamline the development review process and improve customer service, as well as reducing greenhouse gas emissions in compliance with state law (AB 32).

BACKGROUND

The SANBAG Board of Directors has authorized the preparation of a Regional Greenhouse Gas Inventory and Reduction Plan ("Plan") and related Environmental Impact Report (EIR) in collaboration with cities throughout San Bernardino County. The Board approved the expenditure of \$231,160 in SANBAG funds, with an additional \$553,737 to be provided by parties who agreed to participate in the Plan.

Realizing that every jurisdiction in the County would be faced with addressing greenhouse gas emissions under the provisions of AB 32 and SB 375, the idea was raised to use the same consultants and take advantage of work already being conducted for the County. Through collaboration, every city in the region could realize significant savings and produce a better Greenhouse Gas Inventory and Reduction Plan.

ISSUES/ANALYSIS

The benefits to the City be collaborating with SANBAG and twenty other cities in developing a regional plan would include:

- CEQA streamlining – the City’s ability to use the regional plan and its EIR to provide a consistent and legally defensible way for future projects to streamline CEQA analysis of climate change impacts for their specific projects. This will save processing time and cost for applicants who require CEQA analysis of their projects.
- SB 375 synergy – this effort will help us to shape our own destiny as the implementation of SB 375 is further defined.
- Competitiveness for grants – for jurisdictions that participate in regional, collaborative planning projects, grant applications are scored more favorably by state and federal agencies for environmental or sustainable planning grants.

This project will require close collaboration between the Electric Department and Development Services Department, as well as collaboration with the SANBAG consultants, ICF International and Atkins North America, Inc. Remaining steps in Plan development include:

- Community Inventory and Forecast Report;
- Quantification and refinement of GHG reduction strategies;
- GHG Reduction Plan (including separate sections for each participating city);
- Cost analysis of GHG reduction strategies;
- Environmental Impact Report.

The Draft EIR is scheduled for release in Fall 2012, with certification of the EIR and concurrent adoption of the Plan by early 2013.

FISCAL IMPACTS

The City’s share of costs, \$38,385, is proposed to be funded by Electric Department Professional Services Account No. 520-8000-8002-2350-0923, FY2011-12 budget. As funds exist in the current fiscal year budget, no additional appropriation is necessary.

ALTERNATIVES

1. Do not approve entering into MOU with SANBAG.
2. Direct staff to prepare independent Greenhouse Gas Inventory and Reduction Plan on behalf of the City of Colton.
3. Provide alternative direction to staff.

ATTACHMENTS

1. Memorandum of Understanding (Contract C10144)

ALTERNATIVES

1. Do not approve entering into MOU with SANBAG.
2. Direct staff to prepare independent Greenhouse Gas Inventory and Reduction Plan on behalf of the City of Colton.
3. Provide alternative direction to staff.

ATTACHMENTS

1. Memorandum of Understanding (Contract C10144)

MEMORANDUM OF UNDERSTANDING CONTRACT C13017

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

CITY OF COLTON,

**FOR PREPARATION OF SAN BERNARDINO COUNTY REGIONAL GREENHOUSE GAS
INVENTORY AND REDUCTION PLAN AND RELATED ENVIRONMENTAL IMPACT REPORT
FOR THE CITY OF COLTON**

RECITALS:

The Memorandum of Understanding (MOU) is entered into by and between the San Bernardino Associated Governments (SANBAG) and the City of Colton, referred to herein as "CITY" regarding the preparation of the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and the related Environmental Impact Report for the City of Colton, collectively hereinafter referred to as "PROJECT," and with regard to the following matters:

WHEREAS, AB 32 mandated the California Air Resources Board (CARB) to develop regulations on how the state could address global climate change and established a target of reducing greenhouse gas emissions down to 1990 levels by the year 2020; and

WHEREAS, SB 375 also calls for the reduction of greenhouse gas emissions as one of the overarching goals for regional planning; and

WHEREAS, San Bernardino County has completed a Greenhouse Gas Inventory and Reduction Plan for the unincorporated areas of the County and County government operations as part of a settlement with the Attorney General's Office; and

WHEREAS, 20 other cities in San Bernardino County have executed an MOU (C10144) with SANBAG, under which SANBAG has committed to conduct a Regional Greenhouse Gas Inventory and Reduction Plan and the related Environmental Impact Report; and

WHEREAS, by working cooperatively and using the same consultants that are preparing the Greenhouse Gas Inventory for SANBAG, specifically ICF Jones & Stokes and PBS&J herein referred to as "CONSULTANTS", CITY could benefit from work already done and realize significant savings as opposed to preparing its own inventory; and

WHEREAS, it is the intent and purpose of this MOU for CITY to provide funding to SANBAG to procure services from CONSULTANTS to perform the Scope of Work identified in Attachment "A" regarding the PROJECT.

NOW, THEREFORE, it is mutually understood and agreed to by SANBAG and the CITY as follows:

1. Incorporation of Recitals

The above-referenced recitals are a substantive part of this Agreement, and are incorporated herein by this reference.

2. Scope of Work

- A. SANBAG agrees to amend its contract with ICF Jones & Stokes and PBS&J (the "CONSULTANTS") to perform the Scope of Work as described in Attachment "A", attached hereto and incorporated by this reference.
- B. Subject to the execution of a valid, enforceable contract between SANBAG and the CONSULTANTS, SANBAG shall be responsible for managing the CONSULTANTS in performing the Scope of Work. SANBAG's Project Manager shall approve all invoices of CONSULTANTS.
- D. SANBAG's Project Manager will have final approval of all CONSULTANTS' deliverables; however, prior to final approval of a deliverable from the CONSULTANTS, SANBAG's Project Manager will consult with the designated staff from the CITY.
- F. Within 30 days of final approval of this MOU, CITY will designate a contact staff person for the PROJECT and notify SANBAG's Project Manager with contact information for that contact staff person.
- G. For purposes of this Agreement, SANBAG designates the following Project Manager for this Project:

Steve Smith
Director of Planning
San Bernardino Associated Governments
1170 West Third Street, 2nd Floor
San Bernardino, CA 90012
(909) 884-8276

3. Term

The term of this MOU shall begin on the Effective Date of the MOU and continue until June 30, 2013, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Services performed under this Agreement shall commence upon SANBAG's Board of Directors authorization and approval of amendments to the contracts with the CONSULTANTS. The term may be extended subject to mutual agreement by SANBAG and CITY.

4. Payment

- A. Except as expressly provided herein, CITY shall provide the funds described in Attachment "B", attached hereto and incorporated by this reference, to SANBAG due and payable in full, thirty (30) days after the execution of this MOU.
- B. From the \$38,385 provided by CITY as set forth in Attachment "B", SANBAG shall pay for all costs and expenses incurred by CONSULTANTS related to the Scope of Work described in Attachment "A".
- C. Except as expressly provided herein, if any funds associated with the Scope of Work in Attachment "A" and paid in advance by CITY are unspent upon the completion or

termination of this MOU, SANBAG shall return such funds to CITY within 30 days of the completion or termination of the MOU.

5. Mutual Indemnification

- A. Neither CITY nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SANBAG or by its officers, agents, employees, contractors and subcontractors in connection with this MOU. SANBAG shall indemnify, defend and hold CITY and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of SANBAG or its officers, agents, employees, contractors or subcontractors in connection with this MOU, including, without limitation, procurement and management of the CONSULTANTS.
- B. Neither SANBAG nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY, or by their respective officers, agents, employees, contractors and subcontractors in connection with this MOU. CITY shall indemnify, defend and hold SANBAG and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of CITY or their officers, agents, employees, contractors or subcontractors in connection with this MOU, including, without limitation, procurement and management of the CONSULTANTS.

6. Termination

- A. If through any cause, CITY fails to fulfill in a timely and proper manner its obligations under this MOU, or violates any of the terms or conditions of this MOU or any applicable Federal and State laws and regulations, SANBAG reserves the right to terminate this MOU upon thirty (30) days written notice to CITY. If this MOU is terminated by SANBAG as provided herein, CITY agrees to share in any costs of termination of the CONSULTANTS contract not to exceed the actual costs of work performed by the CONSULTANTS prior to the date of termination.

7. Notice.

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SANBAG:	Raymond Wolfe Executive Director San Bernardino Associated Governments 1170 West Third Street, 2nd Floor San Bernardino, CA 90012
To City of Colton	Rod Foster City Manager City of Colton 650 N. La Cadena Drive Colton, CA 92324

9. Miscellaneous.
 - A. This MOU contains the entire understanding between SANBAG and the CITY and supersedes any prior written or oral understandings and agreements regarding the subject matter of this MOU. There are no representations, agreements, arrangements or understanding oral or written, between SANBAG and the CITY relating to the subject matter of this MOU, which are not fully expressed herein.
 - B. This MOU shall be construed and interpreted under the laws of the State of California.
 - C. In the event any part of this MOU is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such part shall be deemed severed from the remainder of the MOU and the remaining provisions shall continue in full force without being impaired or invalidated in any way.
 - D. No party may assign this MOU or any part thereof, without written consent and prior approval of every other party, and any assignment without said consent shall be void and unenforceable.
 - E. No amendment, modification, alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement pertaining to the subject matter of this MOU and not incorporated herein shall be binding on any of the parties thereto. Time is of the essence for each and every provision of this MOU.
10. Effective Date. This MOU shall be effective on the date on which the President of the SANBAG Board of Directors executes this document.

[Signature Pages to follow.]

IN WITNESS WHEREOF, SANBAG and CITY have executed this MOU on the date and year herein written below:

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
SANBAG General Counsel

Date: _____

APPROVED AS TO FORM:

By: _____
Jeffery Hill
Contracts Administrator

Date: _____

City of Colton Signature Page

MEMORANDUM OF UNDERSTANDING Contract C13017

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND THE

CITY OF COLTON

**FOR PREPARATION OF SAN BERNARDINO COUNTY REGIONAL GREENHOUSE GAS
INVENTORY AND REDUCTION PLAN AND RELATED ENVIRONMENTAL IMPACT REPORT
FOR THE CITY OF COLTON**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date
and year herein written below:

CITY OF COLTON

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Legal Counsel

Date: _____

Attachment A, Part 1

SCOPE OF WORK

Greenhouse Gas Inventory and Reduction Plan for the City of Colton

ICF Jones & Stokes

This attachment includes a proposed budget and scope to include the City of Colton in the Regional Greenhouse Gas Project. This scope of work includes the tasks and level of effort required to provide the completed project components for the City of Colton and to integrate the City of Colton's analysis into subsequent project steps.

Background on Regional Greenhouse Gas Project

The jurisdictions in San Bernardino County face a demanding challenge to meet the targets established by the State of California to address global warming, through the requirements of AB 32 and SB 375. In response to these initiatives, an informal project partnership, led by SANBAG, and including most of the City governments (Cities) in San Bernardino County, is seeking to reduce greenhouse gas (GHG) emissions associated with its regional activities. By working in a collaborative manner on these goals, the Cities aim to more effectively address emissions from activities that are affected or influenced by the region as a whole.

ICF International (ICF) has completed several project components, including:

Development of GHG Reduction Strategies: ICF provided a "candidate measures" list for review on December 2, 2010. This list included proposed GHG reduction measures for inclusion in each City's GHG Reduction Plan. ICF also submitted a "poll", requesting City comments on each of the candidate measures.

Development of Community Inventories for non-transportation sectors: ICF developed and provided a draft Community GHG Inventory and Forecast Report (March 2011). Given data pending from SCAG, this draft Report did not include emissions from the on- road transportation sector (i.e., on-road passenger vehicles and trucks).

City review and confirmation of SCAG's draft RTP socioeconomic data for use in GHG Community Inventory and Forecast: ICF requested that each City confirm the use of this socioeconomic data in the revised draft and final Community Inventory Reports.

Revised Draft Community Inventory and Forecast: ICF is currently in the process of updating the revised draft Community Inventory and Forecast Report for submittal to participating cities

on 3/20/12. This report will include the on-transportation sector, as well as all of the non-transportation sectors presented previously. The revised draft Report will be circulated for City review.

Subsequent project steps include:

Final Community Inventory and Forecast Report (due: 4/17/12): After addressing City comments on the revised draft Community Inventory and Forecast Report, ICF will provide a final Community Inventory and Forecast Report.

Quantification of GHG Reduction Strategies and Refinement of Reduction Strategies: ICF has previously quantified the GHG reductions associated with the “candidate measures” (or GHG reduction strategies). ICF will update this quantification with the draft RTP socioeconomic and on-road data, and will provide this quantification for City review. ICF will also incorporate prior City comments on the candidate measures (due: 4/17/12).

Cost Analysis of GHG Reduction Strategies: ICF will develop a cost analysis for each of the GHG reduction strategies, as feasible; to quantify costs or savings associated with implementation of each of the reduction strategies. This analysis will be conducted at the regional (or county-wide) level (due: 4/10/12).

Development of GHG Reduction Plan (including separate sections for each participating City): ICF will begin development of the GHG Reduction Plan once all analytical components of the project are complete. The GHG Reduction Plan will include a separate section for each City, including the final list of GHG reduction strategies selected by each City and a City-specific GHG reduction target (due: final Plan – 12/20/12).

The full scope for the regional study is attached. The staff used for the Colton analysis will be the same staff working on the regional study.

Greenhouse Gas Inventory and Reduction Analysis for Colton

As the City of Colton was not previously included in the Regional Greenhouse Gas Project, ICF will initiate the work by collecting new data for Colton’s community GHG inventory. ICF anticipates providing a community inventory summary for Colton’s review prior. If schedule allows, ICF will include the City of Colton’s inventory results into the Final Community Inventory Report (anticipated: 4/17/12). ICF also anticipates completing Colton’s GHG reduction analysis and including those results in the Administrative Draft GHG Reduction Plan (anticipated 6/26/12).

This scope of work includes the following major tasks: 1) inventory data collection and emissions/forecast calculations, 2) development of inventory and forecast summary for Colton’s review, 3) incorporation of Colton’s inventory results into Regional community inventory report, 4) establish candidate reduction measures and quantify reductions, 5) incorporate Colton’s reduction analysis into the Regional GHG Reduction Plan.

The tasks to include the City of Colton in the regional project are as follows:

Task 1. Data Collection for Inventory and Forecast – ICF will coordinate with the City of Colton

to collect the data necessary to prepare the GHG baseline inventory and forecast. This scope does not presume the need for any additional travel demand modeling and that prior collected data from SCAG can be utilized for Colton. This task presumes the City will facilitate the provision of data from the Colton Public Utilities and will also provide permission letters to other utilities providing electricity and/or natural gas within the City (as necessary).

Task 2. Inventory and Forecast Preparation – ICF will utilize the collected data to prepare a baseline GHG inventory for 2008 and a forecast for 2020 for the City. It is presumed that the most recent SCAG socioeconomic assumptions for 2008 and 2020 will be utilized so as to allow ICF to utilize SCAG modeling for estimating onroad transportation emissions.

Task 3. QA/QC Inventory and Forecast – ICF will conduct a quality assurance/quality control review of the baseline GHG inventory and forecast.

Task 4. Draft Inventory Summary Deliverable – ICF will prepare a summary of the City's inventory using the same format as for other cities in the regional study.

Task 5. Final Inventory Summary Deliverable – ICF will revise the summary based on review comments of the City.

Task 6. Incorporate Colton Inventory into Regional Inventory Report – ICF will incorporate the results of the inventory and forecast effort into the regional inventory report.

Task 7. Coordinate with City on Candidate Measures – ICF will coordinate with the City in terms of input on the previously developed candidate measures for the regional study. It is presumed that additional custom measures for the City of Colton will not be developed as part of this scope.

Task 8. Calculate GHG Reductions – ICF will quantify the GHG reductions potential for the City for the candidate measures using a common methodology as for other cities.

Task 9. QA/QC Reduction Measure Calculations. - ICF will conduct a quality assurance/quality control review of the reduction calculations.

Task 10. Incorporate Colton into Reduction Measure Quantification Summary – ICF will incorporate the city into the overall regional reduction measure quantification summary.

Task 11. Cost Analysis – ICF will include Colton in the cost analysis of reduction measures. Similar to other cities in the regional study, the scaling of costs for the city will be based on uniform cost analysis for the region as a whole and then scaled based on the amount of reductions estimated for the City. This scope does not include customization of the cost analysis using specific local City data.

Task 12. Incorporate Colton into Admin Draft GHG Reduction Plan - ICF will incorporate the city into the overall administrative draft plan.

Task 13. Incorporate Colton into Draft GHG Reduction Plan - ICF will incorporate the city into the overall draft plan.

Task 14. Incorporate Colton into Final GHG Reduction Plan - ICF will incorporate the city into

the overall final plan.

Overall Duration: 7.5 months

Attachment A, Part 2

SCOPE OF WORK

Environmental Impact Report, Greenhouse Gas Inventory and Reduction Plan for the City of Colton

Atkins North America, Inc.

Project Approach

While the bulk of the tasks within the following scope of work are typical of the EIR process, there are several integral tasks that insure that the participating cities will be able to use the regional GHG reduction plan and associated EIR to their full advantage. These tasks include technical oversight (peer review) of the regional GHG reduction plan to insure that;

- 1) As a participating City the GHG emissions inventories are limited to those emission sources within the City of Colton's jurisdictional land use authority,
- 2) That reduction strategies are reasonable and build upon each of the participating cities' including the City of Colton's strengths, and
- 3) That the EIR for the regional reduction plan provides enough detail to be a foundation to tier and streamline legally defensible CEQA analysis of climate change impacts within the City of Colton as well as the other participating cities.

This requires that the emissions inventories and reduction strategies are detailed enough to provide city specific information on each of the participating cities.

Negotiating with State Agencies, such as SCAQMD, CARB and the Attorney General's Office, is an important in gaining acceptance of the GHG inventories and reduction strategies. The oversight process, both peer review and negotiations, has proved beneficial to San Bernardino County during the drafting of the San Bernardino County GHG emissions inventories and reduction plan process and will benefit the City of Colton as a participating city and SANBAG during this process as well.

Another vital task is the development of CEQA thresholds and a streamlined CEQA analysis methodology for GHG emissions based upon the regional GHG reduction plan EIR. This task will allow the participating cities a consistent method of analysis that is legally defensible, streamlined, and avoids the onerous tiered threshold process drafted by SCAQMD and the CARB.

The following provides details of all the tasks in this scope of work:

TASK 1: Technical Oversight and Peer Review

This task provides technical oversight and peer review of ICF International's work product to insure appropriately assigned GHG emissions inventories, reasonable reduction measures that complements and builds upon the City of Colton's as well as the other participating cities' strengths, transportation related emission inventories and reduction measures with enough detail to be useful in the CEQA streamlining abilities, and insure independent quality assurance and control.

TASK 1A: Meeting with the City of Colton for Strategy Development

This task includes conducting an initial meeting with the City of Colton, SANBAG, and ICF International to discuss the proposed content of the work plan, schedule, budget, and communication protocols. Identify key data providers and discuss scoping issues around the external GHG Reduction Plan.

TASK 1B: Peer Review of the Scoping Issues Paper and Recommendations

Task 1B is part of the overall project, but is already completed for the other participating cities. Atkins does not anticipate additional issues coming up in ICF International's Task 1B work that would require additional effort by Atkins. Therefore, hours and budget are not included, but this task is shown within the scope of work to provide context within the overall project.

Task 1C: Participation in the Finalization of Data Sources and Scoping Issues

Task 1C is also part of the overall project, but is already completed for the other participating cities. Atkins does not anticipate additional issues coming up in ICF International's Task 1C work that would require additional effort by Atkins. Therefore, hours and budget are not included, but this task is shown within the scope of work to provide context within the overall project.

Task 1D: Review of Candidate Measures for the City of Colton External GHG Plan

Atkins will review the list of candidate measures provided by ICF International for the External GHG Plans based upon the appropriate allocation and reasonableness of the candidate measures, and recommend any additional candidate measures that are not on the list.

Task 1E: Review of Local GHG Reduction Strategies for the City of Colton

Atkins will review the City of Colton and regional GHG reduction strategies provided by ICF International. According to ICF international the local and regional GHG reduction strategies will include the following:

1. Water conservation,
2. On Road transportation reductions including
 - a. Defining land use strategies
 - b. SCAG RTP Transportation scenarios
 - c. VMT assessment methodology
 - d. Travel Demand Model setup and runs
 - e. Emissions calculations based upon the above criteria
3. Good movement
 - a. On Road goods movement

- b. Rail
 - c. Air freight
 - d. Travel Demand Model setup and runs
 - e. Emissions calculations based upon the above criteria
4. Solid waste reduction
 - a. Waste diversion
 - b. Landfill gas emissions management
 5. Industrial and stationary source reductions
 6. Energy efficiency of buildings
 7. Renewable energy generation

Atkins will review the list of potential emission sources and reduction strategies for the City of Colton provided by ICF International and make recommendations on the appropriate allocation of emission sources and what sources should be included in the inventories and reduction strategies as Scope 1 or Scope 2 sources attributable to the City of Colton and what sources should only be called out as Scope 3 sources that Colton cannot control. Potential Scope 3 sources include high global warming potential gases in refrigeration and electrical equipment, rail-yard emissions, and electrical generation by entities other than the City of Colton. Atkins will also review the on road transportation components, and make recommendations as appropriate, to provide sufficient detail to provide CEQA streamlining ability. Atkins will review all the reduction strategies for reasonableness and appropriate allocation. Finally, Atkins will recommend any additional reduction strategies that are found to be appropriate but missing from those identified by ICF International.

Task 1F: Review Draft and Final GHG External Inventories for the City of Colton

Atkins will review the GHG baseline external inventories provided by ICF International, which should include all the appropriate emission sources described in Task 1E above. Based upon the review in Task 1E much of the inventory development will have been reviewed and edited as appropriate. This task further refines the emission inventories for the appropriate allocation and reasonableness and will use the same evaluation criteria as defined in Task 1E.

The business as usual scenario will be evaluated based upon reasonable growth projections and General Plan horizon year criteria. Atkins will make recommendations on the business as usual scenario to make it consistent with the City of Colton General Plan. In this way, the regional GHG reduction plan will be consistent with Colton's General Plan.

Task 1G: Review of Draft and Final GHG Reduction Goals and Strategies

Atkins will review the draft and final regional GHG reduction plan provided by ICF International, which should include all the appropriate emission reduction strategies for the City of Colton described in Task 1E above.

Task 2: Act as Liaison and Technical Representative During Consultation with SCAQMD, CARB and/or the Attorney General

Michael Hendrix of Atkins. will attend up to four (4) meetings with the SCAQMD staff at SCAQMD offices in Diamond Bar, and up to four (4) meetings with the CARB or Attorney General's Office to consult with these state agencies to advocate the appropriate scope and adequacy of forthcoming emissions inventories and regional GHG reduction plan. In addition to meetings, additional consultation will occur through written correspondence and telephone conversations.

Task 3: Environmental Impact Report

Under this task Atkins will provide all aspects of the CEQA process from the notice of Preparation to adoption of the Environmental Impact Report (EIR). Task 3A includes a draft Memorandum of Understanding that documents the cooperation of each of the participating cities including the City of Colton into the joint effort of adopting a regional GHG reduction plan, designates the authority of each participating city as an independent Lead Agency in the adoption of the regional GHG reduction plan and associated EIR, and provides the context of the joint effort and how that joint effort relates to each of the participating cities jurisdictions.

The project description further defines the role of each city in the joint participation of a regional reduction plan and how together the participating cities meet the reduction target designated in the regional reduction plan. The forthcoming project description will further provide details on each of the participating cities' individual emissions inventories, reduction measures and how these individual inventories and measures combine into the regional reduction plan to meet the reduction target.

The EIR will then analyze at a programmatic level the potential impacts the regional reduction plan may generate within the City of Colton. Potential impacts may include localized traffic, air quality, and noise impacts associated with mixed use and transit oriented development designed to reduce VMT and vehicle trips on a regional level. Other potential impacts include historical resources that could be impacted as a result of energy efficiency retrofits. Alternative energy sources such as solar in close proximity to airports will be evaluated for potential safety issues related to reflectivity of photovoltaic cells. Infrastructure needs of alternative energy generation will also be reviewed. Reasonable mitigation measures will be recommended to reduce these potential impacts to less than significant whenever feasible. In many cases, the proposed project will provide environmentally beneficial impacts to water supply, regional air quality, and regional transportation. Environmentally beneficial impacts will be evaluated as well.

The following describes each of the tasks needed to draft, finalize and adopt the EIR:

Task 3A: Draft Memorandum of Understanding (MOU)

Atkins will meet with the City of Colton and SANBAG, to discuss the proposed content and format of a draft MOU that describes the cooperation of the City of Colton with each of the participating cities into the joint effort of adopting a regional GHG reduction plan, designates the authority of the City of Colton as an independent Lead Agency in the adoption of the regional GHG reduction plan and associated EIR, and provides the context of the joint effort and how that joint effort relates to each of the participating cities' jurisdictions.

Based upon the information provided in the meeting, within two weeks, Atkins will draft the MOU as described above and provide the draft to each of the participants in the regional partnership for one round of edits/reviews.

Atkins will then provide to each of the participants in the regional partnership a revised draft MOU based upon the edits necessitated by the City of Colton's participation in this regional effort. The revised draft MOU will be provided within two weeks of receiving one round of edits/comments from all the participants in the regional partnership.

Task 3B: Notice of Preparation

Atkins will prepare and distribute a Notice of Preparation (NOP) to inform the State Clearinghouse, local agencies, and the public (up to 150 parties) that the lead agencies are preparing an EIR for this project. Atkins will work with the lead agencies to develop the distribution list. State agencies will be informed through the State Clearinghouse. The NOP will be released once the lead agencies believe that it accurately describes the proposed project.

List of Products:

- Provide one (1) electronic copy of the NOP for internal review prior to publication.
- Provide up to seventy-five (150) copies of the NOP for public distribution to the list of recipients provided by the lead agencies.
- Mail fifteen (15) copies of the NOP to the State Clearinghouse.
- Mail remaining copies to list of recipients provided by the lead agencies.

Task 3C: Administrative Draft EIR

Atkins will prepare an Administrative Draft EIR (ADEIR) document based on the current CEQA Guidelines and the lead agencies' specific directions. The document will include an Introduction that will present the purpose and intent of the EIR, including the overall environmental review process. Effects found to be not significant will be specifically listed. The project sponsors and contact persons will be identified. It will also include an Executive Summary, which is a brief synopsis of the major findings of the EIR.

One of the fundamental components of the EIR will be comprehensive description of the project. The project description defines the role of each city in the joint participation of a regional reduction plan and how together the participating cities meet the reduction target designated in the regional reduction plan. It is important to provide a clear understanding of the regional partnership. The forthcoming project description will further provide details on each of the participating cities' individual emissions inventories, reduction measures and how these individual inventories and measures combine into the regional reduction plan to meet the reduction target.

Atkins will document baseline conditions, conduct impact evaluations, and formulate mitigation measures for any potentially significant impacts that may be identified. The emphasis will be on the identification of significant impacts that would result from project implementation. Impact significance will be determined by defining the changes to the environmental baseline that would result from project implementation and comparing that changed environmental condition to a standard or threshold of significance. Impacts will be evaluated in proportion to their severity and probability of occurrence. Thresholds of significance will be based on any such standards that have been officially adopted by the lead agency or other public agencies with primary authority relative to the impact in question, and/or those thresholds set forth in the current State CEQA Guidelines.

Where impacts are found to be significant, Atkins will develop measures to mitigate such effects to below a level of significance, if feasible. All recommended mitigation measures will be defined to represent a close nexus between the measure and a legitimate governmental interest, and will be directly proportional to the level of impact resulting from the project.

The following sections outline the Atkins approach to the analysis of each particular environmental impact topic that may be addressed in the EIR. The topics listed below are not presented in order of importance but alphabetically as they would be discussed in the document.

Agricultural Resources. Atkins will evaluate on a programmatic level the regional reduction plans impacts, if any, on agricultural resources. It is anticipated that the regional reduction plan will have no impacts on agricultural resources.

Aesthetics. This section will describe and evaluate on a programmatic level the overall visual character of specific reduction measures including the placement of photovoltaic solar cells, wind turbines, and any potential aesthetic impacts associated with retrofitting existing buildings. Programmatic mitigation measures will be recommended to reduce impacts to less than significant whenever feasible.

Air Quality. Atkins will describe how the project will reduce criteria air pollutants on a regional level, but may impose localized impacts due to particular reduction strategies. Reduction strategies associated with land use such as mixed use and transit oriented development may reduce VMT and vehicle trips on a regional level, but increase air

pollutants in the immediate vicinity of these types of land uses. Atkins will evaluate on a programmatic level potential localized air quality impacts generated by specific GHG reduction strategies using the methodologies established by SCAQMD in their latest CEQA guidelines. Atkins will compare estimated emissions to district thresholds to determine if construction or operation activities of the project will exceed local significance criteria. Atkins will recommend programmatic mitigation measures as appropriate to reduce localized impacts to the greatest extent feasible.

Atkins will also describe the project's potential reduction in GHG emissions and the benefit of reducing the region's incremental contribution to global climate change.

Biological Resources. Atkins will provide an analysis of the project's impacts on biological resources associated with renewable energy projects on vacant lands in areas with potential to contain vital habitat or migration corridors. Programmatic mitigation measures will be recommended to reduce impacts to less than significant whenever feasible.

Cultural Resources. Energy efficiency retrofits of historic buildings have the potential to degrade the historic integrity of the buildings. Atkins will evaluate on programmatic level potential impacts and recommend mitigation to reduce any identified impacts to less than significant.

Geology and Soils. Atkins will use fault zone maps, soil maps and earth-related conditions identified in General Plans to identify areas of regional and local faults, liquefaction, subsidence, compaction, shrink/swell, etc. for renewable energy projects to avoid. Atkins will also use soils information from the federal Natural Resources Conservation Service as necessary to complete this work.

Hazards and Hazardous Materials. Atkins will evaluate the potential of photovoltaic cells placed on roofs along the designated flight paths and within the safety zones of airports to reflect light and create a safety hazard to air traffic. Atkins will recommend mitigation to reduce any identified impacts to less than significant.

Hydrology and Water Quality. Atkins will evaluate on a programmatic level the regional reduction plans impacts, on water resources and water quality. It is anticipated that the regional reduction plan will have beneficial environmental impacts on water resources through reduction measures that provide water conservation.

Land Use and Planning. Atkins will evaluate the project's consistency with the City of Colton's General plan and zoning requirements. Atkins will examine the project relative to all of its proposed land use approvals.

Mineral Resources. Atkins will evaluate on a programmatic level the regional reduction plans impacts, if any, on mineral resources. It is anticipated that the regional reduction plan's only impact to mineral resources is the reduced demand for aggregate

associated with reduction measures that recycle construction and demolition debris to be used as building materials.

Noise. Localized noise impacts associated with placing noise sources in close proximity to noise sensitive land uses as a result of increased mixed use and transit oriented development will be evaluated on a programmatic level and mitigation measures recommended to reduce impacts to less than significant.

Population and Housing. Atkins will evaluate the project's potential impacts to local and regional population and housing resources.

Public Services. Atkins will work with the lead agencies staff as appropriate to evaluate direct and indirect impacts of the reduction measures in the regional reduction plan on existing or planned public services (e.g., police, fire, etc.).

Recreation. Atkins will evaluate on a programmatic level the regional reduction plans impacts, if any, on recreational resources. It is anticipated that the regional reduction plan will have no impacts on recreation.

Transportation and Circulation. Atkins will use the data from the Traffic Modeling prepared by ICF International as part of Task 4.2 in their scope of work to evaluate regional traffic impacts. Atkins will provide localized analysis of potential impacts to Level of Service (LOS) in close proximity to transit oriented development. The EIR analysis will weigh the regional benefits of reduced vehicle trips and VMT associated with transit oriented development with the localized impacts to LOS in the immediate vicinity of these sites.

Utilities and Service Systems. Atkins will evaluate on a programmatic level the potential impacts to utility infrastructure associated with increased renewable energy generation and the placement of renewable energy projects. Atkins will recommend mitigation measures to reduce potential impacts to utility infrastructure. Atkins will also evaluate potential impacts, if any, on the existing water conveyance infrastructure associated with water conservation reduction measures.

Project Alternatives. Based on any potential impacts identified for the project, or alternative project scenarios to be considered by the lead agencies, Atkins will develop appropriate alternatives to reduce or eliminate significant impacts. Atkins will evaluate up to three alternatives, including a no-project alternative.

Mandatory Findings of Significance. Atkins will summarize the results of the environmental analyses to determine if any direct or indirect impacts of the project will cause significant harm to natural or man-made resources, consistent with the latest requirements of CEQA.

Cumulative Impacts. Atkins will work in conjunction with lead agencies staff to develop a cumulative projects list. Atkins will also use the most recent changes in

CEQA to analyze potential cumulative impacts associated with the regional reduction plan. Atkins will also examine potential growth-inducing impacts of the project.

List of Products:

- Provide up to three (3) printed and bound copies of the ADEIR to each participating city and SANBAG, an electronic copy of the ADEIR. We assume two iterations of the ADEIR before the document is approved for public distribution.

Task 3D: Draft EIR Ready for Public Distribution

Following receipt of lead agencies' comments on the Administrative Draft EIR, Atkins staff will revise the document to produce a Draft EIR document suitable for circulation and 45-day public review. Atkins assumes a maximum of two review cycles with compiled comments to convert the administrative document to a draft document suitable for circulation. Additional review cycles will require an adjustment to the contract.

The Notice of Completion (NOC) for the Draft EIR will be filed with the State Clearinghouse with the Draft EIR. The Notice of Availability (NOA) of the Draft EIR will be sent via first class mail (with proof of receipt) to agencies and other parties to notify them that the Draft EIR is available for review.

Atkins will provide 150 printed copies of the Draft EIR for public distribution, including appendices on CD. Atkins will distribute the Draft EIR to the State Clearinghouse, and up to 40 local public agencies. Additional copies will be made available at the offices of each of the lead agencies. The use of electronic versions of the document on CDs for all or portions of the EIR can reduce the direct expenses associated with this project. Atkins will work with the lead agencies to evaluate the appropriateness of electronic distribution for use on this project.

List of Products:

- Provide up to a total of 150 printed and bound copies of the Draft EIR and NOA. Technical appendices will be provided on CD-ROM in a pocket at the back of each document. Fewer copies may be required to be printed if demand is limited.
- Provide one (1) electronic copy of the Draft EIR and technical appendices to each of the lead agencies.
- Mail 15 copies of the Draft EIR and NOC to the State Clearinghouse via overnight delivery.
- Mail copies of the Draft EIR to identified recipients using a list provided by the lead agency. Mailing will be via first class mail with proof of delivery unless directed otherwise.
- Mail copies of the NOA to identified recipients using a list provided by the lead agency. Mailing will be via first class mail with proof of delivery unless directed otherwise.

Task 3E: Final EIR

Atkins will prepare a Response to Comments document that will include responses to substantive issues raised on the Draft EIR, and include annotated comment letters. Up to 86 hours of professional staff time have been budgeted for this task.

Overly voluminous or detailed comments may require additional time and a contract amendment.

Atkins will submit a screencheck final EIR that will include Response to Comments and descriptions of any revised material from those found in the DEIR for internal review by each of the lead agencies. Upon receipt of lead agencies' comments, Atkins will revise the Final EIR document and distribute to commenting agencies.

List of Products:

- Provide an electronic copy of the screencheck Final EIR document to each of the participating cities, SANBAG, and the County for internal review.
- Provide up to 70 printed and bound copies of the Final EIR. Distribute necessary copies to recipients via first class mail using a list provided by the lead agency.

Task 3F: Findings of Fact and Statements of Overriding Consideration

Atkins will prepare the written findings for each significant effect identified in the EIR, pursuant to Section 15091 of the State CEQA Guidelines, and the Statement of Overriding Considerations (SOC), pursuant to Section 15093 of the State CEQA Guidelines. The lead agency may provide the format for this document, or defer to Atkins as to format. Atkins will prepare draft findings for each significant effect identified in the EIR and prepare an SOC if unavoidable significant impacts occur. As required by the State CEQA Guidelines, one of three findings must be made for each significant effect and must be supported by substantial evidence in the record. The SOC will rely on input from the lead agency and the project applicant regarding the benefits of the project. The Draft Environmental Findings will be submitted for internal review. Upon receipt of lead agency and applicant comments, the Draft Environmental Findings will be revised and resubmitted by email for lead agency use in considering the project. Up to 86 hours of professional staff time have been budgeted for this task. Extensive revisions that require additional time may result in the need for a contract amendment.

List of Products:

- Provide each of the lead agencies up to three (3) copies of the final Findings of Fact and Statement of Overriding Considerations and one (1) electronic copy for staff use.

Task 3G: Notice of Determination

The Notice of Determination (NOD) will be filed in person with the San Bernardino County Clerk of the Board within three business days of project approval. The lead agencies will provide the funds necessary for the CDFG filing fees at the time of the filing of the NOD. Following filing with the Clerk of the Board, the NOD will be sent via overnight mail to the State Clearinghouse for posting.

List of Products:

- Provide copies of the NOD for signature by each of the lead agencies. One copy will be filed with the County Clerk and the other will be sent to the State Clearinghouse via overnight delivery. The NOD's will be appropriately filed within 48 hours of project approval. The applicant and/or the lead agency are responsible for all filing fees (CDFG fee, County processing fee). A check for these fees must be made available to Atkins at the time of project approval to avoid filing delays.

Task 3H: GHG Significance Thresholds and CEQA Streamlining Methodology

Atkins will provide CEQA Thresholds for climate change impacts based upon the regional GHG reduction plan and the Draft and Final EIR. The CEQA thresholds document will discuss the method for tiering CEQA analysis of future development projects by each of the lead agencies using the GHG emission inventories and reduction strategies. This tiering process affords a consistent, legally defensible way of streamlining future CEQA analysis of climate change impacts for individual projects.

List of Products:

- Provide each lead agency up to three (3) printed and bound copies and one (1) electronic copy of the GHG Significance Thresholds and CEQA Streamlining Methodology document.

Attachment "B"

Estimate of Costs

ICF Jones and Stokes:	\$27,125
Atkins:	\$11,260
Total:	\$38,385