

MENDOCINO COUNTY
ENVIRONMENTAL REVIEW
GUIDELINES

RESOLUTION NO. 98-183

RESOLUTION REPEALING PREVIOUSLY ADOPTED MENDOCINO COUNTY ENVIRONMENTAL REVIEW GUIDELINES AND ADOPTING THE STATE CEQA GUIDELINES THROUGH INCORPORATION BY REFERENCE

WHEREAS the Board of Supervisors adopted Resolution No. 79-141 enacting the Mendocino County Environmental Review Guidelines on May 8, 1979;

WHEREAS the Board of Supervisors adopted Resolution No. 80-416 on December 30, 1980 and Resolution No. 81-350 on December 14, 1981 amending the Mendocino County Environmental Review Guidelines;

WHEREAS the Mendocino County Environmental Review Guidelines are based on the State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations;

WHEREAS The Mendocino County Environmental Review Guidelines have not been amended since 1981;

WHEREAS; the Board of Supervisors finds that periodic amendments to the State CEQA Guidelines result in the need for continuous effort by the County to amend the County Environmental Review Guidelines to keep current with the State Guidelines;

WHEREAS; the State CEQA Guidelines, Section 15022(d), provides that local agencies may adopt the State CEQA Guidelines by reference with specific provisions which are necessary to tailor the general provisions of the Guidelines to the specific operations of the local agencies;

WHEREAS; the Board of Supervisors finds that adopting the State CEQA Guidelines by reference will provide the necessary framework for conducting environmental review processes for projects within the County's jurisdiction consistent with State law while eliminating the need for staff time and expenses to maintain separate County Environmental Review Guidelines which essentially duplicate the State CEQA Guidelines;

WHEREAS; the Board of Supervisors finds it necessary to tailor certain guidelines to address specific operations applicable to Mendocino County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby resolves as follows:

Resolution No. 79-141 enacting the Mendocino County Environmental Review Guidelines, and Resolutions No. 80-416 and 81-350 amending those guidelines are repealed in their entirety.

The State CEQA Guidelines, Title 14, California Code of Regulations, Chapter 3 are hereby adopted by reference, with specific modifications attached hereto as Exhibit "A."

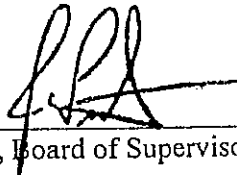
The foregoing resolution was introduced by Supervisor Peterson, seconded by Supervisor Shoemaker and carried this 26th day of October, 1998, by the following vote:

AYES: Supervisors Delbar, Shoemaker, Campbell, Peterson, Pinches

NOES: None

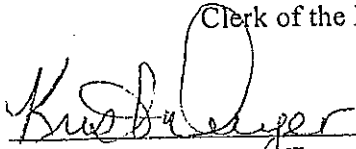
ABSENT: None

WHEREUPON, the Chairman declared said Resolution PASSED AND ADOPTED AND SO ORDERED.



Chairman, Board of Supervisors

ATTEST: JOYCE A. BEARD
Clerk of the Board



DEPUTY

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

JOYCE A. BEARD
Clerk of the Board

By: 

DEPUTY

A. General.

In adopting the California Environmental Quality Act (CEQA) Guidelines by reference, as supplemented by this Addendum, pursuant to Title 14 of the California Code of Regulations, Section 15022(d), the Board of Supervisors declares its intent to implement CEQA of 1970, as amended, to ensure that consideration is given to the environmental effects of projects subject thereto. Whenever this Addendum does not cover or is in direct conflict with a provision of CEQA, the State regulations shall govern. Copies of the California Environmental Quality Act and State CEQA Guidelines are available for review at the Department of Planning and Building Services.

B. Purpose.

The primary purposes of CEQA are to: (1) inform governmental decision-makers and the public about the environmental effects of proposed activities; (2) involve the public in the decision-making process; (3) identify ways that damage to the environment can be avoided by requiring changes in projects through the use of alternatives or mitigation measures. The purpose of this addendum is to add to the provisions of State CEQA Guidelines, which are adopted by reference, specific provisions that are tailored to the methods and operations of Mendocino County.

C. Definitions.

In addition to the definitions in the State CEQA Guidelines, the following definitions are provided for County use:

1. Board. Mendocino County Board of Supervisors.
2. Commission. Mendocino County Planning Commission.
3. County. County of Mendocino including all governmental sub-units thereof.
4. Environmental Impact Report (EIR). An informational document which shall be considered by every public agency prior to its approval or disapproval of a project. The purpose of an EIR is to provide public agencies and the public in general with detailed information about the effect which a proposed project is likely to have on the environment; to list ways in which the significant effects of such a project might be minimized; and to indicate alternatives to such a project.
5. Lead Department. The County department, department head, officer, employee, board, commission or district having the principal responsibility for carrying out a project. The Mendocino Historical Review Board, shall be a Lead Department only when its action is the sole discretionary action taken by any County agency.
6. Ministerial Project. Project for which a decision to approve or deny is based upon a given state of facts in a prescribed manner in obedience to the mandate of legal authority. A Ministerial decision involves only the use of fixed standards or objective

- measurements without personal judgment or opinion as to the wisdom or propriety of the project.
7. Negative Declaration. A written statement briefly describing the reasons that a proposed project will not have a significant effect on the environment and does not require the preparation of an environmental impact report.
 8. PBS. The Mendocino County Department of Planning and Building Services.
 9. Responsible Department. Any County department having discretionary permit authority for a project, but not having the primary or broadest authority over project activities.

D. County Departmental Responsibilities.

1. General. This section is provided to establish a general suggested delegation of responsibility to County agencies who are regularly involved in environmental review activities. This listing is not presented as an absolute delegation of responsibility, and each agency should review its activities in light of the State CEQA Guidelines prior to determining agency responsibility.
2. Board of Supervisors:
 - a. Set a schedule of fees for the required preparation and review of environmental documents for private projects.
 - b. Conduct public hearings on EIRs.
 - c. Be the ultimate decision maker for all private projects subject to County jurisdiction, and for public projects which require the allocation and expenditure of County funds and/or manpower, or the negotiation of a legal contract or other instrument.
 - d. Be the ultimate appeal body for appeals of environmental determinations.
 - e. Revise this Addendum as may be necessary.
 - f. Review and revise County agency environmental consultant selection criteria as may be necessary.
 - g. Execute contracts to retain consultants for the preparation of EIRs.
3. Planning Commission:
 - a. Conduct public hearings on EIRs.
 - b. Hold public hearings on and adopt, certify, amend or disapprove environmental documents on projects under its jurisdiction.

- c. Make recommendations to the Board of Supervisors concerning environmental documents.
4. Department of Planning and Building Services (PBS):
- a. Provide environmental review services to County agencies as time permits. Requests for environmental review services shall be in writing if services include document preparation or inter-agency review.
 - b. Screen categorically exempt and discretionary public and private projects subject to County approval for potential significant effects on the environment, including preparation of initial studies.
 - c. Provide a County clearinghouse to receive and process requests from County departments and decision makers for assessing the environmental effects of projects not otherwise subject to review by PBS, the Commission or the Board (see Item D-6).
 - d. Provide a County clearinghouse for County environmental documents and for documents forwarded to the County by other Lead Agencies for review and comment (see Item D-6).
 - e. Prepare, cause to be prepared, make recommendations, initiate the public hearing process, and issue environmental documents for projects.
 - f. Charge and collect fees involved in the preparation, review and distribution of County environmental documents.
 - g. Evaluate draft EIR's for projects subject to County approval through a public review process.
 - h. Request technical assistance from other County departments, public agencies and individuals in areas of their area of expertise as may be appropriate in the preparation and review of County environmental documents.
 - i. Conduct scoping sessions and require studies and other documentation necessary to determine the environmental effects of projects.
 - j. Conduct a process to select a consultant for the preparation of EIRs.
 - k. Carry out all other activities assigned to the planning agency as appropriate pursuant to CEQA.
 - l. Recommend revisions to this Addendum to the Board.
5. County Clerk:
- a. Maintain a file for all environmental notices and documents which require filing with that office.

6. Other County Departments:

- a. Other County Departments or agencies acting as the Lead Department shall carry out the duties assigned to PBS under 4 (e-1) and issue its own environmental documents in accordance with the provisions of CEQA and this Addendum, if the Lead Department does not desire to use the PBS review process.
- b. Alternatively, for projects not otherwise reviewed by PBS, the department head or decision-maker may verify the categorical exemption, ministerial or discretionary status of the project, and submit the project to PBS for the issuance of appropriate environmental documents.
- c. When projects are referred by Lead Agencies/Departments for review and comment, County departments shall prepare comments in relation to that department's function or area of expertise. Reviewers should focus on the sufficiency of the environmental documents in discussing possible impacts on the environment, ways in which adverse impacts might be reduced, and alternatives to the project, in light of the intent of CEQA to provide decision-makers with useful information about such factors. In reviewing projects, departments should explain the basis for their comments and, whenever possible, should submit data or references in support of such comments. Upon completing the review of a project or environmental document, each department should provide the Lead Agency/Department with the name of a contact person for future consultation should this prove necessary.
- d. Upon receiving a Notice of Preparation for a Draft Environmental Impact Report (DEIR), each Responsible Department shall provide the Lead Agency/Department with specific detail about the scope and content of the environmental information related to the Responsible Department's area of statutory responsibility which must be included in the DEIR. The response at a minimum shall identify the significant environmental issues and possible alternatives and mitigations which must be explored in the DEIR so it will be adequate for the Responsible Department to utilize for the issuance of its permits..

E. Selecting a Consultant.

Consultants may be hired by the County to prepare environmental documents requiring efforts beyond the available time, expertise or capability of permanent staff. Hiring an established consulting firm that has dealt with a variety of pertinent projects can provide the County with experience and objectivity. The following guidelines will assist staff in creating a fair and efficient consultant selection process.

1. Overview: The County employs a competitive consultant selection process designed to select a consultant with the expertise, experience, available time and staff to prepare an environmental document that evaluates the environmental impacts, mitigations and alternatives at a competitive price. Although consultant selection is normally made from

a list of consultants maintained by the County, single-source procurement may also be used in some cases.

- a. Selection From a List of Prequalified Consultants: This procedure involves reviewing an established list of consultants whose qualifications are known to the County prior to selection. This approach typically includes the following:
1. A small group (typically 3-5) consultants are selected by staff from the established list of qualified consulting firms. The project applicant is permitted to submit the name of one or more consulting firms that they wish to be considered.
 2. Upon verification of qualifications, the consulting firms may be informally contacted to ascertain their interest and availability.
 3. The Lead Department prepares a Request for Proposals (RFP) and distributes copies of the RFP to the interested consultants. The RFP should contain a scope of work, a schedule for report preparation, an indication of who will be required to attend which meetings and public hearings, a breakdown of all costs for report preparation, an indication of the number and type of graphics to be provided, and a statement of information needed by the consultant prior to initiation of report preparation, including any maps, reports, files or surveys and sample contract (see Appendix H for Sample RFP).
 4. Following distribution of the RFP to consulting firms, the Lead Department may hold a presubmittal conference to assure that all respondents have a thorough understanding of the project. This is especially useful for complex projects.
 5. Lead Department staff evaluates each proposal utilizing the standard Evaluation Criteria Matrix (see Appendix I for example of Evaluation Criteria Matrix). The Lead Department staff may invite staff from other Responsible Departments to participate in the evaluation process. The project applicant is also permitted to evaluate the proposals and submit comments for consideration by the Lead Department staff. In situations where a clear choice can not be made from reviewing the proposals, staff may invite the top two or three firms to a formal interview. Following this process, the consultant would be selected by the Lead Department.
- a. Single-Source Procurement. With this approach, the County only contacts one consultant for a given project or retains the same consultant on an on-going basis. This process allows the County to maintain a long-standing relationship with a consultant who is familiar with the community. Single-source procurement may be used when:
1. A consultant is already on board who is familiar with the project, is capable of handling the work, and has a solid record of good performance;

2. There is only one qualified consulting firm;
3. A highly specialized consultant is needed;
4. There is not sufficient time to establish a formal search procedure; or,
5. Significant cost savings can be achieved by using a consultant who is already familiar with the community, the staff, and their procedures.

If single-source procurement is chosen, the County should document its reasons for doing so, to avoid any discriminatory practice claims by other consultants.

Contracting procedures shall be in compliance with the County Administrative Manual and County Policy Manual.

- c. Execution of Contract: To facilitate and expedite the contracting process, a standard contract form has been developed for consultant services. This form contains standard terms and conditions that apply to the majority of contracting situations (see Appendix J for example).

The standard contract form used for a particular project often requires some modification. Should this be the case, the contract must be reviewed and approved as to form by County Counsel before it is finalized and approved by the Board of Supervisors. It is the responsibility of each department to draft and administer its contracts. Contract execution and administration shall comply with the County Administrative Manual and the County Procedures Manual.

The consultant shall not be authorized to begin work until the applicant has deposited the total contract amount with the County. Said funds shall be segregated from other moneys in a separate fund.

- d. Compensation: Payments to the consultant may be based on monthly or less frequent billings, with documentation of tasks, personnel, hours and rates. Compensation may not exceed the following:
 - 60% of the contract amount upon acceptance of the Draft EIR by the Lead Department.
 - 25% of the contract upon acceptance of the Final EIR by the Lead Department.
 - 15% of the contract amount upon certification of the Final EIR by the approving body or the appellate body upon appeal. In the event that the County is unable to certify the EIR based on stated inadequacy of the information in the EIR, the Consultant shall revise the Final EIR if such work is within the scope of the contract. If the inadequacies are outside the scope of the contract, the 15% payment to the Consultant shall be paid.

- Should contract termination occur for any other reason, the Consultant shall be paid for work authorized, performed and documented to date, not to exceed the limits in this section.

NOTE: The above payment schedule is offered as a guideline. In unusual circumstances, the Lead Department may specify an alternative payment schedule.

F. Appeals.

1. Administrative Appeals: A decision to require an EIR may be administratively appealed by any person or agency. The appeal shall be in writing and shall be submitted along with the required appeal fee to the Department of Planning and Building Services within ten (10) days from the notice of the EIR requirement to the project applicant. The appeal shall be processed in accordance with procedures for administrative appeals as outlined in Title 20 of the Mendocino County Code.
2. Other Appeals: The decision of the Lead Agency to adopt a Negative Declaration or certify a Final EIR may be appealed to the Board of Supervisors up to, and including the tenth day after the document has been adopted or certified. Where the Lead Agency is the Board of Supervisors, the Board's decision is final and without appeal. All appeals shall be in writing, shall include the appropriate appeal fee, and shall contain environmental grounds which are substantiated. Appeals without substantiated environmental grounds may be rejected by the Board of Supervisors.

G. Appendices.

The Appendices contain samples or examples of the following forms and documents which are commonly used in conducting environmental review pursuant to CEQA. The forms contained in the following appendices are examples which are suggested for CEQA compliance. Lead Departments are free to use these forms or those forms offered in the appendices of the CEQA Guidelines, or to develop their own formats provided that the necessary information is provided consistent with the CEQA Guidelines.

1. Appendix A: Notice of Exemption.
2. Appendix B: Initial Study and Environmental Review Checklist.
3. Appendix C: Proposed Negative Declaration.
4. Appendix D: Notice of Public Hearing and Availability of Draft Negative Declaration for Public Review.
5. Appendix E: Notice of Determination
6. Appendix F: Notice of Preparation.
7. Appendix G: Notice of Completion.

8. Appendix H: Request for Proposal (RFP).
9. Appendix I: Evaluation Criteria Matrix.
10. Appendix J: Agreement for Professional Services.
11. Appendix K: Glossary of Terms.

APPENDICES

NOTICE OF EXEMPTION

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: County of Mendocino
Dept. of _____

Mendocino County Clerk
501 Low Gap Road, Room 1020
Ukiah, CA 95482

Project Title: _____

Project Location - Specific: _____

Project Location - City: _____

Project Location - County of Mendocino _____

Description of Nature, Purpose and Beneficiaries of the Project: _____

Name of Public Agency Approving the Project: _____

Name of Person and Department Carrying Out the Project: _____

Exempt Status (Check One):

- Categorical Exemption Class Number _____
- Statutory Exemption Class Number _____
- Ministerial [Section 21080(b); 15268]
- Declared Emergency [Section 21080(b)(3); 15269(a)]
- Emergency Project [Section 21080(b)(4); 15269(b)(c)]

Reasons Why Project is Exempt: _____

Contact Person: _____

Area Code/Number/Extension: _____

If Filed by Applicant:

1. Attach Certified Document of Exempt Finding
2. Has a Notice of Exemption been Filed by the County of Mendocino?
 Yes No

Date Received for Filing: _____

Signature _____

**MENDOCINO COUNTY
ENVIRONMENTAL REVIEW GUIDELINES
INITIAL STUDY**

Section I	<p>Description Of Project.</p> <p>DATE:</p> <p>CASE#:</p> <p>OWNER:</p> <p>APPLICANT:</p> <p>AGENT:</p> <p>REQUEST</p> <p>LOCATION:</p> <p>PROJECT COORDINATOR:</p>
Section II	<p>Environmental Checklist.</p> <p>“Significant effect on the environment” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and aesthetic significance. An economic or social change by itself shall not be considered a significant effect on the environment. A social or economic change related to a physical change, may be considered in determining whether the physical change is significant (CEQA Guidelines, Section 15382).</p> <p>Accompanying this form is a list of discussion statements for <u>all</u> questions, or categories of questions, on the Environmental Checklist (See Section III). This includes explanations of “no” responses.</p>

INITIAL STUDY ENVIRONMENTAL CHECKLIST

Will the project result in the following environmental effects:	No	Yes			
		Not Significant	Significant Unless It is Mitigated	Significant - No Apparent Mitigation	Cumulative
1. EARTH:					
A. Unstable earth conditions or changes in geologic substructures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Disruptions, displacements, compaction, or overcovering of the soil.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Change in topography or ground surface relief features.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. The destruction, covering, or modification of any unique geologic or physical features.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Any increase in wind or water erosion of soils, either on or off the site.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Changes in deposition or erosion of beach sands, or changes in siltation, deposition, or erosion that may modify the channel of a river, stream, inlet, or bay?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Exposure of people or property to geologic hazards such as earthquakes, ground failure, or other hazards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. AIR:					
A. Substantial air emissions or deterioration of ambient air quality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. The creation of objectionable odors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Alteration of air movement, moisture, or temperature, or any change in climate, either locally or regionally?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. WATER:					
A. Changes in currents, or the course of water movements, in either fresh or marine waters.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Alterations to the course of flow of flood waters.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Change in the amount of surface water in any water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Discharge into surface waters, or in any alteration of surface water quality, including but not limited to temperature, dissolved oxygen or turbidity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Will the project result in the following environmental effects:	No	Yes			
		Not Significant	Significant Unless It is Mitigated	Significant - No Apparent Mitigation	Cumulative
F. Alteration of the direction or rate of flow of ground water.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Change in the quantity of ground water, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Substantial reduction in the amount of water otherwise available for public water supplies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Exposure of people or property to water related hazards such as flooding or tsunamis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. PLANT LIFE:					
A. Change in the diversity of species, or number of any species of plants including trees, shrubs, grass, crops, and aquatic plants.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Reduction of the numbers of any unique, rare, or endangered species of plants.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Introduction of new species of plants into an area, or in a barrier to the normal replenishment of existing species.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Reduction in acreage of any agricultural crop.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. ANIMAL LIFE:					
A. Change in the diversity of species, or number of any species of animals including birds, land animals, reptiles, fish, shellfish, insects, and benthic organisms.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Reduction in the number of any unique, rare, or endangered species of animals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Introduction of new species of animals into an area, or in a barrier to the migration or movement of animals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Deterioration of existing fish or wildlife habitat.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. NOISE:					
A. Increases in existing noise levels.					
B. Exposure of people to severe noise levels.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Will the project result in the following environmental effects:	No	Yes			
		Not Significant	Significant Unless It is Mitigated	Significant - No Apparent Mitigation	Cumulative
7. LIGHT AND GLARE:					
A. Production of new light and glare.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. LAND USE:					
A. Substantial alteration of the present or planned land use of a given area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. NATURAL RESOURCES:					
A. Increase in the rate of use of any natural resources.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. POPULATION:					
A. Alterations in the location, distribution, density, or growth rate of human populations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. HOUSING:					
A. Will the proposal affect existing housing or create a demand for new housing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. TRANSPORTATION/ CIRCULATION:					
A. Generation of substantial additional vehicular movement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Effects on existing parking facilities, or demand for new parking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Substantial impact upon existing transportation systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Alterations to present patterns of circulation or movement of people and/or goods?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Alterations to waterborne, rail, or air traffic?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Increase in traffic hazards to motor vehicles, bicyclists or pedestrians.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. PUBLIC SERVICES:					
A. Will the proposal have an effect upon, or result in a need for new or altered government services in any of the following areas:					
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parks and other recreational facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintenance of public facilities, and roads?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other governmental services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Will the project result in the following environmental effects:	No	Yes			
		Not Significant	Significant Unless It is Mitigated	Significant - No Apparent Mitigation	Cumulative
Other governmental services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. ENERGY:					
A. Use of substantial amounts of fuel or energy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Substantial increase in demand upon existing sources of energy, or require the development of new energy sources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. UTILITIES:					
A. Will the project result in a need for new systems or substantial alterations to the following:					
Potable water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewerage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Energy or information transmission lines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. HUMAN HEALTH:					
A. Creation of any health hazard or potential health hazard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Exposure of people to any existing health hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. A risk of an explosion or the release of hazardous substances (including oil, pesticides, chemicals, or radiation) in the event of an accident or upset conditions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Possible interference with an emergency response plan or evacuation plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. AESTHETICS:					
A. Obstruction of any scenic vista or view open to the public, or create an aesthetically offensive site open to public view?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. RECREATION:					
A. Impact upon the quality or quantity of existing recreational opportunities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. CULTURAL RESOURCES:					
A. Alteration or destruction of a prehistoric or historic archaeological site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Adverse physical or aesthetic effects to a prehistoric or historic building or structure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Will the project result in the following environmental effects:	No	Yes			
		Not Significant	Significant Unless It is Mitigated	Significant - No Apparent Mitigation	Cumulative
C. Cause a physical change that would affect the unique ethnic cultural values?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Restrict existing religious or sacred uses within the potential impact area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section III	Responses to Environmental Checklist. For a discussion of each of the environmental effects listed in the Environmental Checklist along with related goals and policies of the General Plan, see the Environmental Review section of the attached staff report.
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Section IV	Mandatory Findings of Significance. <p>A. As discussed in the preceding sections, the project <input type="checkbox"/> does <input type="checkbox"/> does not have the potential to significantly degrade the quality of the environment, including effects on animals or plants, or to eliminate historic or prehistoric sites.</p> <p>B. As discussed in the preceding sections, both short-term and long-term environmental effects associated with the project will be <input type="checkbox"/> significant <input type="checkbox"/> will be less than significant.</p> <p>C. When impacts associated with the project are considered alone or in combination with other impacts, the project-related impacts are <input type="checkbox"/> significant <input type="checkbox"/> insignificant.</p> <p>D. The above discussions <input type="checkbox"/> do <input type="checkbox"/> do not identify any substantial adverse impacts to people as a result of the project.</p>
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Section V	Determination. <p>On the basis of this initial evaluation, it has been determined that:</p> <p><input type="checkbox"/> The proposed project will not have a significant effect on the environment, and it is recommended that a NEGATIVE DECLARATION be adopted.</p> <p><input type="checkbox"/> Although the project, as proposed, could have had a significant effect on the environment, there will not be a significant effect in this case because mitigation measures required for the project will reduce potentially significant effects to a less than significant level, therefore, it is recommended that a NEGATIVE DECLARATION be adopted.</p> <p><input type="checkbox"/> The proposed project may have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.</p>
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**COUNTY OF MENDOCINO
ENVIRONMENTAL REVIEW GUIDELINES
DRAFT NEGATIVE DECLARATION**

I. DESCRIPTION OF PROJECT.

DATE:

CASE#:

OWNER:

APPLICANT:

AGENT:

REQUEST

LOCATION:

PROJECT COORDINATOR:

II. DETERMINATION.

In accordance with Mendocino County's procedures for compliance with the California Environmental Quality Act (CEQA), the County has conducted an Initial Study to determine whether the proposed project may have a significant adverse effect on the environment. On the basis of that study, it has been determined that:

- The proposed project will not have a significant effect on the environment, and it is recommended that a NEGATIVE DECLARATION be adopted.
- Although the project, as proposed, could have had a significant effect on the environment, there will not be a significant effect in this case because mitigation measures required for the project will reduce potentially significant effects to a less than significant level, therefore, it is recommended that a NEGATIVE DECLARATION be adopted.

The attached Initial Study and staff report incorporates all relevant information regarding the potential environmental effects of the project and confirms the determination that an EIR is not required for the project.

NOTICE OF PUBLIC HEARING AND AVAILABILITY
OF DRAFT NEGATIVE DECLARATION FOR PUBLIC REVIEW

NOTICE IS HEREBY GIVEN THAT the Mendocino County Planning Commission at its regular meeting on Thursday, {PUBLIC HEARING DATE} at 9:00 a.m., to be held in the Board of Supervisors Chambers, 501 Low Gap Road, Ukiah, California, will conduct a public hearing on the following project and the Draft Negative Declaration at the time listed or as soon thereafter as the item may be heard.

{PROJECT INFORMATION}

ENVIRONMENTAL DETERMINATION: The Department of Planning and Building Services has prepared a Draft Negative Declaration for the above project (no significant environmental impacts are anticipated which cannot be adequately mitigated). A copy of the Draft Negative Declaration is available for public review at 501 Low Gap Road, Room 1440, Ukiah, California, and at 790 South Franklin Street, Fort Bragg, California.

Your comments regarding the above project and/or the Draft Negative Declaration are invited. Written comments should be submitted to the Department of Planning and Building Services, at 501 Low Gap Road, Room 1440, Ukiah, California, no later than {DATE PUBLIC REVIEW PERIOD CLOSES}. Oral comments may be presented to the Planning Commission during the public hearing.

The Planning Commission's action regarding this item shall be final unless appealed to the Board of Supervisors. The last day to file an appeal is the 10th day after the Planning Commission's decision. To file an appeal of the Planning Commission's decision, a written statement must be filed with the Clerk of the Board with a filing fee prior to the expiration of the above noted appeal period. If you challenge the project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Department of Planning and Building Services or the Planning Commission at, or prior to, the public hearing. All persons are invited to appear and present testimony in this matter.

Additional information regarding the above noted item may be obtained by calling the Department of Planning and Building Services at 463-4281, Monday through Friday, 8:00 a.m. through 5:00 p.m. Should you desire notification of the Planning Commission's decision you may do so by requesting notification in writing and providing a self-addressed stamped envelope to the Department of Planning and Building Services.

Secretary to the Planning Commission

FILING REQUESTED BY

County of Mendocino
Planning & Building Services Dept
501 Low Gap Road, Room 1440
Ukiah, CA 95482

AND WHEN FILED MAIL TO

County of Mendocino
Planning & Building Services Dept
501 Low Gap Road, Room 1440
Ukiah, CA 95482

NOTICE OF DETERMINATION

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Mendocino County Clerk
501 Low Gap Road, Room 1020
Ukiah, CA 95482

Subject: Filing of Notice of Determination in compliance with Section 21108 and 21152 of the Public Resources code.

Project Title: _____

State clearing House Number
(If Submitted to Clearing House)

Contact Person

Area Code/Number/Extension

Project Location: _____

Project Description: _____

This is to advise that the County of Mendocino has approved the above described project on _____ and has made the following determinations regarding the above described project:

1. The project will, will not have a significant effect on the environment.
2. An EIR was prepared pursuant to the provisions of CEQA.
A Negative Declaration was prepared pursuant to the provisions of CEQA.
3. Mitigation measures were, were not a condition of the project approval.
4. A Statement of Overriding Considerations was, was not adopted.

This is to certify that the final EIR with comments and responses Negative Declaration and record of project approval is available to the general public at _____.

Date of Filing _____

Signature _____

NOTICE OF PREPARATION

To: _____
 {Agency}

{Address}

Subject: Notice of Preparation of a Draft Environmental Impact Report.

Lead Agency:

Consulting Firm:

County of Mendocino

Department of _____

Street Address: _____

City/State/Zip: _____

Contact: _____

Firm Name: _____

Street Address: _____

City/State/Zip: _____

Contact: _____

The County of Mendocino is the Lead Agency and is preparing an Environmental Impact Report (EIR) for the project identified below. We need to know the views of you or your agency/organization as to the scope and content of the environmental information that should be explored in connection with the proposed project. Should any party wish to challenge the adoption of an EIR for this project in court, you may be limited to only those issues or objections formally raised during the review period and delivered to the _____.

Other public agencies may need to use this EIR when considering their permit or other approval for the project.

The project title, location, description and potential environmental impacts are included below. A copy of the Initial Study (is is not) attached.

Due to the time mandated by State law, your response must be sent at the earliest possible date, but not later than 30 days after receipt of this notice.

Please send your response to _____ at the address above. We will also need the name of a contact person in your agency.

Project Title:

Project Location:

Project Description:

Potential Environmental Impacts:

Date: _____

Signature: _____

Title: _____

Telephone: _____

NOTICE OF COMPLETION

SCH# See Note Below

Mail to: State Clearinghouse, 1400 Tenth Street, Sacramento, CA 95814

Project Title:
Lead Agency:
Street Address:
City:
Contact Person:
Phone Number:
County:

Project Location

County: Mendocino County
City/Nearest Community:
Cross Streets:
Assessor's Parcel No.
Section:
Twp.:
Range:
Base:
Within 2 Miles: State Hwy, Airports, Waterways, Railways, Schools

Document Type

CEQA: NOP, Early Cons, Neg Dec, Draft EIR, Supplement/Subsequent, EIR (Prior SCH#), Other
NEPA: NOI, EA, Draft EIS, FONSI, Joint Document, Final Document, Other

Local Action Type

General Plan Update, Amendment, Element, Community Plan, Specific Plan, Master Plan, Planned Unit Development, Site Plan, Rezone, Prezone, Use Permit, Subdivision, Annexation, Redevelopment, Coastal Permit, Other

Development Type

Residential: Units, Acres, Employees
Office: Sq.ft., Acres, Employees
Commercial: Sq.ft., Acres, Employees
Industrial: Sq.ft., Acres, Employees
Educational:
Recreational:
Water Facilities: Type, MGD
Transportation: Type
Mining: Mineral
Power: Type, Watts
Waste Treatment Type
Hazardous Waste Type
Other:

Project Issues Discussed in Document

Aesthetic/Visual, Agricultural Land, Air Quality, Archaeological/Historical, Coastal Zone, Drainage/Absorption, Economic/Jobs, Fiscal, Flood Plain/Flooding, Forest Land/Fire Hazard, Geologic/Seismic, Minerals, Noise, Population/Housing/Balance, Public Services/facilities, Recreation/Parks, Schools/Universities, Septic Systems, Sewer Capacity, Soil Erosion/Compaction/Grading, Solid Waste, Toxic/Hazardous Materials, Traffic/Circulation, Vegetation, Water Quality, Water Supply/Groundwater, Wetland/Riparian, Wildlife, Growth Inducing, Land Use, Cumulative Effects, Other:

Present Land Use/Zoning/General Plan Use

Project Description

Note: Clearinghouse will assign identification numbers for all new projects. If a SCH number already exists for a project (e.g., from a Notice of Preparation or previous draft document) please fill it in.

REVIEWING AGENCIES CHECKLIST

KEY
 S = Document sent by lead agency
 X = Document sent by SCH
 ✓ = Suggested distribution

- Resources Agency
- Boating & Waterways
- Coastal Commission
- Colorado River Board
- Conservation
- Fish and Game
- Forestry
- Office of Historic Preservation
- Parks and Recreation
- Reclamation
- San Francisco Bay Conservation and Development Commission
- Water Resources (DWR)
- Business, Transportation & Housing
 - Aeronautics
 - California Highway Patrol
 - CALTRANS District No. 1
 - Department of Transportation Planning (headquarters)
 - Housing & Community Development
 - Food & Agriculture
- Health & Welfare
 - Health Services _____
- State & Consumer Services
 - General Services
 - OLA (Schools)

- Environmental Affairs
 - Air Resources Board
 - APCD/AQMD
 - California Waste Management Board
 - SWRCB: Clean Water Grants
 - SWRCB: Delta unit
 - SWRCB: Water Quality
 - SWRCB: Water Rights
 - Regional WQCB # _____ (_____)
- Youth & Adult Corrections
 - Corrections
- Independent Commissions & Offices
 - Energy Commission
 - Native American Heritage Commission
 - Public Utilities Commission
 - Santa Monica Mountains Conservancy
 - State Lands Commission
 - Tahoe Regional Planning Agency
- Other _____

Public Review Period (to be filled in by lead agency)

Starting Date _____

Ending Date _____

Signature _____

Date _____

Lead Agency (Complete if applicable)

Consulting Firm: _____

Address: _____

City/State/Zip: _____

Contact: _____

Phone: (____) _____

Applicant

Name: _____

Address: _____

City/State/Zip: _____

Phone: (____) _____

For SCH Use Only:

Date Received at SCH _____

Date Review Starts _____

Date to Agencies _____

Date to SCH _____

Clearance Date _____

Notes:

**SAMPLE
COUNTY OF MENDOCINO
REQUEST FOR PROPOSAL (RFP)**

I. GENERAL.

The County of Mendocino is requesting proposals for preparation of an Environmental Impact Report (EIR) associated with {Project Description}. Mendocino County is acting as Lead Agency in the review of the project.

This document includes information concerning a proposed project on which the County of Mendocino requests a proposal from your firm. Included is information on the proposed project, information on how to render a Proposal, information on where and when to deliver the Proposal and a sample Standard Contract for your review. Questions regarding the proposed project, Proposal content, delivery of response, and Standard Contract shall be directed to the Mendocino County Department of Planning and Building Services at (707)463-4281.

II. PROPOSAL REQUIREMENTS.

- A. Project Title:** Environmental Impact Report for {Project Description}.
- B. Content and Form of Proposals:** Proposals are to be in narrative form and are to be prepared in a manner which will allow the Planning and Building Services Department to discern the following information: personnel, professional qualifications, subcontractors, work programs, completion schedule, project methodology, level of analysis, price quotation and assumptions upon which the proposal is based. Proposals shall contain a statement of Proposer/subcontractor personnel, qualifications and experience relevant to the project. Proposals shall contain a statement detailing personnel, hours and charges for each task, and costs for extra document preparation (copies) and for meeting attendance. Any other information deemed to be necessary to respond to the scope of services set forth in the sample contract and to develop a clear picture of how and when the project is to be completed should be included. It should be remembered that the narrative will become part of the project contract, and therefore, should be developed to express a full and clear understanding of project parameters. Three copies of the Proposal are to be submitted.
- C. Signature Page:** The signature page, attached, is to be signed and submitted along with the Proposal.
- D. Delivery of Proposals:** All Proposals are to be delivered in a sealed envelope with the Project Title and your firm's name clearly printed on the envelope face. Proposals shall be delivered by hand or mail to:

County of Mendocino
Planning and Building Services
501 Low Gap Road, Room 1440
Ukiah, CA 95482

and are to be received no later than 5:00 p.m. on {Date Responses are Due}.

- E. Technical Requirements and Information:** This Request for Proposal shall constitute the Form of Proposal and Instruction to Bidders. Additional copies are on file in the office of Planning and Building Services, at 501 Low Gap Road, Room 1440, Ukiah, California and a copy of said documents may be had upon application to the Department of Planning and Building Services. Specifications stated in the Request for Proposal are minimum and subject further to the right reserved by the Department of Planning and Building Services, Planning Commission or the Board of Supervisors through the Planning and Building Services Department to increase or diminish the amount of work under any classification, as advantages in scope require. Any changes that may be required shall be subject to negotiations.

Proposers are expected to examine all provisions, specifications, and instructions included in the RFP and are required to personally satisfy themselves of all local conditions affecting the work and delivery of the articles. Failure to do so will be at the Proposer's risk. The accuracy of data obtained from or of interpretations of data made by the Planning and Building Services is not guaranteed by the County of Mendocino. For the purpose of comparing bids, an evaluation will be developed and considered by the Planning and Building Services Department before an award will be made.

No FAX, telephone or verbal Proposal or modification of a Proposal will be considered. No Proposal received after the advertised time of receiving Proposals will be considered. No Proposal will be considered which modifies, in any manner, any of the provisions, specifications, or minimum requirements of the RFP. No Proposal which the Board of Supervisors believes has been made in violation of the spirit of these instructions will be considered.

All prices and quotations must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the Proposal. In case of error in the extension of prices in the Proposal, unit prices will govern. If the price of any item appears to be abnormally high or low, it may lead to the rejection of the Proposal containing such price. The Board of Supervisors reserves the right to accept any Proposal, to waive any defects and irregularities in the Proposals and to reject any or all Proposals.

The contents of the Request for Proposals, the Proposal, and the Sample Contract (attached for your information) shall constitute the necessary and essential parts of a complete project contract. If there are any requests for contract modification, contact the Department of Planning and Building Services. Failure to submit a signed contract within ten (10) days of notification of contract award, not including Saturdays, Sundays or legal holidays, may constitute County rejection of the Proposal.

All Proposals submitted shall become the property of the County of Mendocino.

- III. PROJECT LOCATION.** {Insert Project Location}
- IV. PROJECT DESCRIPTION.** {Insert Project Description}
- V. BACKGROUND.** {Insert Project Background Information}

VI. SCOPE OF SERVICES. The County is seeking environmental planning services for the preparation of an Environmental Impact Report (EIR) consistent with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. The EIR shall include a Mitigation Monitoring Program. The County has determined that substantial evidence exists that the proposed project may have a significant effect on the environment and that an EIR should be prepared.

The EIR will need to address the potential impacts of the proposed use. The County Department of Planning and Building Services has referred this proposal to various responsible agencies and completed an Initial Study. As a result of this process, a list of potential impact areas has been developed. This list is not intended to be inclusive and may be expanded if necessary during the review process. Items which should be emphasized at a minimum include the following:

{Insert list of potential impacts}

Note: The items identified with an asterisk have already received some level of analysis. Various reports have been prepared (some by registered professionals) which could be useful in the EIR preparation. Due to the substantial amount of background information relative to this project, it is not feasible for our office to send copies of all the available information. All reports prepared to date in association with this project will be made available for your review by request at the Department of Planning and Building Services, 501 Low Gap Road, Room 1440, Ukiah, California.

In an effort to facilitate the Request for Proposal process, a pre-bid conference is scheduled for {Insert Date, time and Location of pre-bid conference}. This meeting will offer all interested consultants the opportunity to ask questions regarding the project and review all available information.

VII. SCHEDULE. Proposals should include a schedule stating when work will be commenced on the EIR, when a Draft EIR (DEIR) will be submitted to the County and when copies of the Final EIR (FEIR) will be completed. No work may begin until the contract has been executed by the Board of Supervisors and funds received by the County.

VIII. OTHER REQUIREMENTS.

The EIR shall include a Mitigation Monitoring Program.

Attendance at public hearings {Number of estimated hearings}. It shall be the consultant's responsibility to record and respond to the issues raised at hearings.

Three copies of a preliminary DEIR shall be delivered to the Department of Planning and Building Services for review prior to release.

** {Number of Copies} of the DEIR shall be delivered to the Department of Planning and Building Services by {Insert Date}.

Three copies of a preliminary FEIR shall be delivered to the Department of Planning and Building Services for review prior to release.

** {Number of Copies} of the FEIR shall be delivered to the Department of Planning and Building Services by {Insert Date}.

All preliminary, draft and final documents shall be delivered in hard copy and on disk using a "Word" format or other format acceptable to the Department of Planning and Building Services.

The document should be written in a manner avoiding overly technical terminology or jargon.

** Should the public interest generate the need for more documents, the consultant will be expected to produce additional copies as needed.

SIGNATURE PAGE

The bidder hereby authorizes that the attached Bid Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

SIGN ONE OF THE BELOW SECTIONS

CORPORATIONS

Corporate Execution: _____

Address: _____

By: _____

Corporation organized under the laws of the State of:

PARTNERSHIPS

Partnership Name: _____

Address: _____

Signatures of Co-partners: _____

INDIVIDUALS

Signature of Individuals: _____

Dated: _____

EVALUATION CRITERIA MATRIX

Name of Firm/Consultant: _____

WEIGHT	CRITERIA	RANK					VALUE
		LOW 1	2	3	4	HIGH 5	
3	Does the proposal adequately address the scope of work as identified in the RFP?						
3	Does the proposal indicate an understanding of the issues and project?						
3	Is the proposal complete?						
3	Methodology and Analyses.						
3	Products.						
3	Qualifications of Personnel.						
3	Technical Experience.						
2	Scheduling.						
2	Cost						
	a. Provides cost breakdown (price of each element).						
	b. Labor - Salary/Hourly.						
	c. Is Cost Fair and Reasonable?						
1	Familiar with Mendocino County.						
1	LCP/Coastal Act Experience (if applicable).						
TOTAL							

**SAMPLE
COUNTY OF MENDOCINO
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is entered into this _____ day of _____, 19___, by and between COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "CONSULTANT".

PREMISES

Pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services for COUNTY.

COUNTY wishes to extend to the residents of the County certain services consisting of the preparation of _____ for _____.

CONSULTANT is equipped, staffed, licensed, and prepared to provide such services. CONSULTANT is willing and able to perform such services, which have been determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of the County.

It is in the best interests of COUNTY to provide these services to its residents. CONSULTANT will perform such services as outlined more specifically below.

AGREEMENT

COUNTY and CONSULTANT agree as follows:

**ARTICLE I
SERVICES OF CONSULTANT**

- 1.01 CONSULTANT shall provide technical, expert, and professional services described in the Proposal to provide a _____, said documents being on file with and in the custody of COUNTY, hereinafter referred to jointly as "PROPOSAL", which is incorporated herein by reference as though fully set forth herein.
- 1.02 COUNTY relies upon the professional ability and stated experience of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT understands the use to which COUNTY will put CONSULTANT'S work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices. The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedure for a study of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.
- 1.03 When the Agreement calls for preparation of studies and reports they shall be in a form acceptable to COUNTY. COUNTY will provide CONSULTANT with samples of an acceptable format.

- 1.04 CONSULTANT shall bear the expense of all printing and reproduction costs of all documents to be prepared or submitted by CONSULTANT under this Agreement. CONSULTANT shall turn over to COUNTY all such documents, which shall be the property of COUNTY.
- 1.05 CONSULTANT shall prepare and deliver three (3) copies of an Administrative Draft Environmental Impact Report (Administrative DEIR) and three (3) copies of an Administrative Final Environmental Impact Report (Administrative FEIR). Unless directed by COUNTY to deliver fewer copies, CONSULTANT shall deliver {Number of Copies} copies of the Draft EIR and {Number of Copies} of the Final EIR.
- 1.06 CONSULTANT shall be present at and attend no less than {Number of Meetings} public hearings held by COUNTY on the subject project. It shall be the CONSULTANT'S responsibility to record and respond to the issues raised at such hearings.
- 1.07 CONSULTANT shall perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to changes in size, complexity, or character of construction. Such additional services shall be authorized and paid for by Supplemental Agreement and shall conform to the rates of payment specified in Article V below.

ARTICLE II SERVICES OF COUNTY

- 2.01 COUNTY shall provide full information as to its requirements for performance of this Agreement. Said information shall be as described in the PROPOSAL.
- 2.02 COUNTY shall place at the disposal of CONSULTANT all available information pertinent to the project.
- 2.03 COUNTY will examine all studies, reports, or other submittals from CONSULTANT and will render, in writing, decisions or comments pertaining thereto within {Number of Days} calendar days of receipt thereof.

ARTICLE III TERM OF AGREEMENT

- 3.01 The term of this Agreement shall be from _____ through _____, provided, however, that COUNTY may terminate this Agreement for any reason by giving written notice to CONTRACTOR at least thirty (30) days in advance of the effective date of such termination. This Agreement may be extended one (1) year, upon written agreement between the County Administrative Officer and CONTRACTOR.
- 3.02 This Agreement may be renewed from year to year only upon written consent of both CONTRACTOR and the County Administrative Officer.

- 3.03 Notwithstanding any other provision herein CONSULTANT shall not commence the performance of work designated in the proposal or under this Agreement until the CONSULTANT has received written authorization from the COUNTY to proceed.
- 3.04 All work by CONSULTANT shall be completed pursuant to the PROPOSAL, and all deliverables in the possession of the COUNTY on those dates specified in the proposal. CONSULTANT shall not be held responsible for delays caused by circumstances beyond its control.
- 3.05 CONSULTANT acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.
- 3.06 If COUNTY requests significant modifications or changes in the scope of the project, the time of performance shall be adjusted appropriately. The number of days of said extension shall be the final decision of COUNTY.

ARTICLE IV COMPENSATION FOR SERVICES

- 4.01 Compensation by COUNTY to CONSULTANT for the services described in this Agreement shall not exceed _____ Dollars (\$ _____).
- 4.02 Cost overruns or failure to perform within the maximum compensation ceiling established in 4.01 above shall not relieve CONSULTANT of responsibility to provide those services specified in the PROPOSAL.
- 4.03 COUNTY retains the right to refuse services of CONSULTANT for any Task or Product where the total cost, or portion thereof, cannot be substantiated, or where costs would exceed the maximum amounts, or where costs for performance of the services under paragraph 1.01(C) appear in judgment of COUNTY to be excessive.
- 4.04 COUNTY retains right to withhold and not pay the total amount of the ten (10) percent retention reserved under this Contract, as a penalty for failure to perform within the Time Schedule for each Task under this Agreement, subject to written notification by COUNTY of intent to withhold payment and ten (10) day grace period to submit the requested work.

ARTICLE V PAYMENT FOR SERVICES

- 5.01 COUNTY shall pay CONSULTANT for actual work performed and work required for satisfactory completion of this Agreement an amount to be determined in accordance with the method described in paragraph 5.02 below. The basis of payment for the services to be furnished shall be on an hourly rate plus non-salary expenses, in accordance with CONSULTANT's standard fee schedule, as specified in the PROPOSAL.

- 5.02 CONSULTANT shall submit monthly invoices for work performed. Monthly invoices shall be accompanied by a summary of work completed to date, segregated by tasks. COUNTY will pay, on a monthly basis, CONSULTANT for work completed, by task, ninety percent (90%) of costs claimed. Total progress payments for each task shall not exceed ninety percent (90%) of the budget for each task as shown in the proposal. The remaining ten percent (10%) for each task will be accumulated and will be payable to CONSULTANT upon certification or other acceptance by COUNTY of the completed report.
- 5.03 Payments to CONSULTANT shall be based on actual work performed and detailed on itemized invoices submitted by CONSULTANT, and shall not exceed the limitation described in paragraph 4.01.
- 5.04 Payments will be made by COUNTY within 30 days of receipt of CONSULTANT'S invoice unless there is a discrepancy in which case COUNTY shall, within 15 days, notify CONSULTANT of matters requiring resolution.
- 5.05 If COUNTY substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement under the terms and authorization for executing said Supplemental Agreement as set forth in this Agreement.

ARTICLE VI PROJECT INSPECTION AND ACCOUNTING RECORDS

- 6.01 Duly authorized representatives of COUNTY and the State of California shall have right of access to CONSULTANT'S files and records relating to the project included in this Agreement and may review the work at appropriate stages during performance of the work.
- 6.02 CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred, which records and documents shall be kept available at CONSULTANT'S California office during the period of this Agreement and thereafter for three years from the date of final payment.

ARTICLE VII DISPOSITION OF FINAL REPORTS

- 7.01 All original reports and documents together with such backup data as required by this Agreement shall be and shall remain the sole property of COUNTY.

ARTICLE VIII TERMINATION OF CONTRACT

- 8.01 At any time COUNTY may suspend indefinitely or abandon the project, or any part thereof, and may require CONSULTANT to suspend the performance of this service.

In the event this Agreement is terminated prior to _____, CONSULTANT shall be paid on a prorated basis for only that portion of the contract term during which CONSULTANT provided services pursuant to this Agreement. Such billing shall be

subject to the approval of COUNTY in accordance with the provisions of Sections 5.01, 5.02 and 5.03 herein.

- 8.02 It is understood and agreed that should COUNTY determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, said Agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the program shall in no way void or invalidate this Agreement as it applies to any remaining portion of the project.
- 8.03 If in the opinion of COUNTY the CONSULTANT fails to perform or provide prompt, efficient and thorough service, or if CONSULTANT fails to complete the work within the time limits provided, COUNTY shall have the right to give notice in writing to CONSULTANT of its intention to terminate this Agreement. The notice shall be delivered to CONSULTANT at least seven (7) days prior to the date of termination specified in the notice. Upon such termination COUNTY shall have the right to take CONSULTANT'S studies, and reports insofar as they are complete and acceptable to COUNTY and pay CONSULTANT for his performance rendered, in accordance with Sections 5.01, 5.02, and 5.03 herein, prior to delivery of the notice of intent to terminate, less the amount of damages, general or consequential, if any, sustained by COUNTY due to the breach of this Agreement by CONSULTANT. Said termination of the Agreement shall not relieve CONSULTANT of his liability to COUNTY for any damages, general or consequential, which COUNTY may sustain as a result of CONSULTANT'S failure to satisfactorily perform his obligations under this Agreement.

ARTICLE IX RESPONSIBILITY FOR CLAIMS AND LIABILITIES

- 9.01 CONSULTANT shall indemnify and hold harmless COUNTY, its agents, officers, and employees against any and all claims, lawsuits, actions, liability, damages, expenses, and costs (including attorney's fees), brought for injuries to any person or persons, or injuries to or destruction of property arising out of the negligence of the CONSULTANT in the performance of the work described herein. Where CONSULTANT is found to have caused the injury, damage, or loss only in part, CONSULTANT shall hold COUNTY harmless only to the extent CONSULTANT caused the injury, damage, or loss. COUNTY agrees to timely notify CONSULTANT of any such negligence claim and to cooperate with CONSULTANT to allow CONSULTANT to defend such a claim.
- 9.02 COUNTY shall indemnify and hold harmless the CONSULTANT, its agents, officers, and employees against any and all claims, lawsuits, actions, liability, damages, expenses, and costs (including attorney's fees), brought for injuries to any person or persons, or injuries to or destruction of property arising out of negligence of COUNTY in the performance of the work described herein. Where COUNTY is found to have caused the injury, damage, or loss only in part, COUNTY shall hold CONSULTANT harmless only to the extent COUNTY caused the injury, damage or loss. CONSULTANT agrees to timely notify the COUNTY of any such negligence claim and to cooperate with COUNTY to allow COUNTY to defend such a claim.

ARTICLE X INSURANCE

10.01 CONSULTANT, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth in Section 10.02 with insurance companies acceptable to COUNTY for protection of COUNTY, its elected or appointed officials, employees and volunteers, and of CONSULTANT and any subcontractor from any and all claims which may arise from operations under this Agreement, whether operations be by CONSULTANT or by a subcontractor or by anyone directly or indirectly employed by either of them.

10.02 CONSULTANT shall furnish to COUNTY copies of policies together with executed Automobile Liability/General Liability Endorsement form(s) for each said policy evidencing at a minimum the following:

- (A) PUBLIC LIABILITY/BODILY INJURY (NOT AUTO) - \$500,000 EACH PERSON; \$1,000,000 EACH ACCIDENT.

AND

PUBLIC LIABILITY/PROPERTY DAMAGE (NOT AUTO) - \$500,000 EACH OCCURRENCE; \$1,000,000 AGGREGATE.

OR

COMBINED SINGLE LIMIT BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY (NOT AUTO) - \$1,000,000 EACH OCCURRENCE.

- (B) VEHICLE/BODILY INJURY - \$100,000 EACH PERSON, \$300,000 EACH OCCURRENCE AND VEHICLE/PROPERTY DAMAGE - \$300,000 EACH OCCURRENCE.

OR

COMBINED SINGLE LIMIT VEHICLE BODILY INJURY AND PROPERTY DAMAGE LIABILITY - \$300,000 EACH OCCURRENCE.

Each policy of insurance specified above (with the exception of Workers' Compensation Insurance) shall be accompanied by an endorsement, properly executed by an officer of the issuing insurance company (Certificates of Insurance not acceptable), stating:

- (A) The County of Mendocino is named and listed as an additional insured.
- (B) Stipulation that the policy acts as primary insurance for the COUNTY and no other insurance held or owned by COUNTY shall be called upon to cover a loss under said policy.
- (C) Restatement of limits of policy.
- (D) Contain a non-severability of interest statement.

- (E) Stipulation that failure to comply with the reporting procedures of policy shall not affect coverage provided to COUNTY.
- (F) Stipulation that County of Mendocino will be notified by certified mail in the event that the remaining amount of coverage of the policy falls below the minimum requirements of the County of Mendocino.
- (G) Stipulation that the County of Mendocino will be notified by certified mail a minimum of thirty (30) days before the policy is canceled, altered, or not renewed.

10.03 In the event of breach of any provision of Sections 10.01 and 10.02, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, COUNTY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further work pursuant to this Agreement.

10.04 CONSULTANT shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by COUNTY. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder.

10.05 Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

10.06 CONSULTANT affirms that he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self insurance in accordance with the provisions of the Labor Code. CONSULTANT further assures that it will comply with such provisions before commencing its performance under this Agreement.

10.07 CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Workers Compensation Insurance coverage to cover its employees. CONSULTANT shall require all subcontractors to similarly provide Workers Compensation Insurance as required by the Labor Code for all of CONSULTANT'S and subcontractor's employees.

**ARTICLE XI
GENERAL COMPLIANCE WITH LAWS**

11.01 CONSULTANT will comply with all Federal, State, and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

**ARTICLE XII
ENDORSEMENT OF DOCUMENTS**

- 12.01 CONSULTANT will endorse studies, reports, and documents in accordance with applicable portions of the Business and Professions Code of California.

**ARTICLE XIII
NONDISCRIMINATION**

- 13.01 CONSULTANT certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act, Americans with Disabilities Act of 1990, and any other Federal or State laws pertaining to equal employment opportunity and that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, handicap, age, sex, national origin or ancestry in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.

- 13.02 In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, the COUNTY shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:

1. Withholding of payments to CONSULTANT under the Agreement until CONSULTANT complies, and/or
2. Cancellation, termination, or suspension of the Agreement in whole or in part.

**ARTICLE XIV
INDEPENDENT CONSULTANT**

- 14.01 In accordance with its status as an independent contractor, CONSULTANT covenants and agrees that its conduct will be consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of COUNTY, and that it will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of COUNTY, including but not limited to, Workers Compensation coverage, unemployment benefits, or retirement membership or credit.

**ARTICLE XV
SUCCESSOR AND ASSIGNMENTS**

- 15.01 COUNTY and CONSULTANT each binds itself, its partners, successors, and executors, administrators and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

- 15.02 CONSULTANT shall not assign this Agreement to a third party without the prior written consent of COUNTY and any such assignment in violation of this section shall automatically terminate this Agreement; provided, however, that such provision shall not be deemed to apply to nor prevent subcontracting by CONSULTANT hereunder to any independent CONSULTANT rendering the particular service at CONSULTANT'S facilities under an agreement with CONSULTANT, and payment by CONSULTANT to such independent CONSULTANT of portions of the amount received from COUNTY

hereunder, provided there is prior approval by COUNTY of the Agreement with the independent CONSULTANT.

15.03 In the case of death of one or more members of the firm of CONSULTANT, the surviving member or members, shall complete the professional services covered by this Agreement.

15.04 It is expressly understood that this is an Agreement by and between two independent contractors and that this is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.

**ARTICLE XVI
EXTENT OF AGREEMENT**

16.01 This Agreement consists of the above written provisions, the Proposal to Provide an EIR dated _____, submitted by _____ (PROPOSAL) and the Request for Proposals prepared by COUNTY, incorporated herein.

The parties hereto, by their duly authorized representatives, affix their signatures below in execution of this Agreement.

RECOMMENDED:

CONTRACTOR:

Department Head

Social Security No. _____
or Tax I.D. No. _____

COUNTY OF MENDOCINO

Date: _____

Deputy Purchasing Agent
County Administrative Officer

APPROVED AS TO FORM:
H. Peter Klein, COUNTY COUNSEL

By: _____

GLOSSARY OF TERMS

Adverse Impact. A negative consequence for the physical, social, or economic environment resulting from an action.

Alquist-Priolo Act, Seismic Hazard Zone. A seismic hazard zone designated by the state within which specialized geologic investigations must be prepared before approving certain new projects.

Applicant. A person who proposes to carry out a project which needs a lease, permit, license, certificate, or other entitlement for use or financial assistance from the County when that person applies for approval or assistance.

Approval. A decision by the County that commits it to a definite course of action in regard to a project intended to be carried out by any person.

Buffer Zone. An area of land separating two distinct land uses which acts to soften or mitigate the effects of one land use on the other.

California Environmental Quality Act (CEQA). A State law composed of two parts; Statutes (Public Resources Code Section 21000 et. seq.) and Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et. seq.) requiring State and local agencies to regulate activities with consideration for environmental protection. If a proposed activity has the potential for a significant adverse environmental impact, an Environmental Impact Report (EIR) must be prepared and certified as to its adequacy before taking action on the proposed project.

Categorical Exemption. An exemption from CEQA for several classes of projects, based on a finding by the California Secretary for Resources that they do not have significant effects on the environment. Please refer to Article 19 in the CEQA Guidelines for a complete list of Categorical Exemptions.

County. County, with a capital "C," generally refers to the government or administration of Mendocino County.

Cumulative Impact. Two or more individual effects, which when considered together, are considerable, or which compound or increase other environmental impacts. (a) The individual effects may be changes resulting from a single project or a number of separate projects. (b) The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time.

Discretionary Project. A project that requires the exercise of judgment or deliberation when deciding to approve or disapprove a particular activity; as distinguished from merely determining whether there has been conformity with applicable statutes, ordinances, or regulations.

Effects, Direct or Primary. Effects that are caused by the project and occur at the same time and place.

Effects, Indirect or Secondary. Effects that are caused by the project and are later in time or farther removed in distance, but reasonably foreseeable.

Environmental Documents. Initial Studies, Negative Declarations, draft and final EIRs, documents prepared as substitutes for EIRs and Negative Declarations under a program certified pursuant to Public Resources Code 21080.5, and documents prepared under NEPA and used by the County in the place of an Initial Study, Negative Declaration, or EIR.

Environmental Impact Report (EIR). A detailed statement prepared under CEQA describing and analyzing the significant environmental effects of a project, discussing ways to mitigate or avoid the effects and identifying alternatives to the project as proposed.

Environmental Impact Statement. An environmental impact document, similar to an EIR, prepared pursuant to the National Environmental Policy Act (NEPA).

Flood, 100 Year. The magnitude of a flood expected to occur on the average every 100 years, based on historical data. The 100-year flood has a 1/100, or one percent, chance of occurring in any given year.

Floodway. The channel of a watercourse and the adjacent land areas that must be reserved in order to discharge the "base flood" without cumulatively increasing the water surface elevation more than one foot. No development is allowed in floodways.

Flood Plain. Relatively level land on either side of stream banks regularly subject to flooding.

General Plan. A compendium of the County's policies regarding its long-term development. The General Plan is a legal document required of each local agency by the State of California and adopted by the Board of Supervisors. General Plan shall have seven required elements: Circulation, Conservation, Housing, Land Use, Noise, Open Space, and Safety.

Habitat. A physical location or environment in which an organism or biological population lives or occurs.

Hearing Body. Any person or group of people within the County permitted by ordinance to approve, conditionally approve, or disapprove a project.

Impact. Effect of any direct man-made actions or indirect repercussions of man-made actions on existing physical, social, or economic conditions.

Initial Study. A preliminary analysis prepared by the County to determine whether an EIR or a Negative Declaration must be prepared, or to identify the significant environmental effects to be analyzed in an EIR. The Initial Study form is included in Appendix B.

Land Use. The occupation or utilization of land or water area for any human activity or any purpose defined in the General Plan.

Lead Agency. The public agency that has the principal responsibility for carrying out or approving a project. The Lead Agency will decide whether an EIR or a Negative Declaration is required for a project and will cause that document to be prepared. Criteria for determining which agency will be the lead agency is contained in CEQA Section 15051.

Local Agency. Any public agency other than a State agency, board, or commission. Local agencies include cities, counties, special districts, school districts, redevelopment agencies, and local agency formation commissions. An expanded list of local agencies is included in Appendix E in the CEQA Guidelines.

Ministerial. A County decision involving little or no personal judgment by the public official as to the wisdom or manner of carrying out the project. The public official merely applies the law to the facts as presented, but uses no special discretion or judgment in reaching a decision. A ministerial decision involves only the use of fixed standards or objective measurements and the public official cannot use personal, subjective judgment in deciding whether or how the project should be carried out. Common examples of ministerial permits include building permits, business licenses, and final subdivision maps.

Mitigate. To lessen or avoid, to the extent reasonably feasible. Mitigation includes (1) avoiding the impact altogether by not taking a certain action, (2) minimizing impacts by limiting the degree or magnitude of the action, (3) rectifying the impact by repairing, rehabilitating, or restoring the impacted environment, (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action, and (5) compensating for the effect by replacing or providing other resources or environments.

Negative Declaration. A written statement by the County describing reasons that a proposed project, not exempt from CEQA, will not have a significant effect on the environment, and therefore does not require the preparation of an EIR. See Appendix C for a Negative Declaration form.

Notice of Completion. A brief notice filed with the Governor's Office of Planning and Research, by the County, as soon as it has completed a draft EIR and is prepared to send out copies for review. A Notice of Completion form is included in Appendix G.

Notice of Determination. A brief notice to be filed with either the County Clerk or the Governor's Office of Planning and Research, by the County, after it approves or determines to carry out a project that is subject to the requirements of CEQA. This notice is the final step in the CEQA review process and establishes a statute of limitations of 30 days on any legal challenge. If no notice is filed, the statute of limitations is 180 days. A sample Notice of Determination is included in Appendix D.

Notice of Exemption. A brief notice that may be filed with either the County clerk or the Governor's Office of Planning and Research, by the county, after it has decided to carry out or approve a project, and has determined that the project is exempt from CEQA as being

ministerial, categorically or statutorily exempt, or subject to other exemption.

Notice of Preparation. A brief notice sent by the County to notify Responsible Agencies, Trustee Agencies and involved federal agencies that the County plans to prepare an EIR for the project. The purpose of the notice is to solicit guidance from those agencies as to the scope and content of environmental information to be included in the EIR. See Appendix F for a sample Notice of Preparation.

Private Project. A project that will be carried out by a person other than a governmental agency, requiring a discretionary approval from one or more governmental agencies.

Project. The whole of an action that has potential for resulting in a physical change to the environment, either directly or ultimately. Projects include activities directly undertaken by the County or other governmental jurisdiction, and any activity undertaken by a person that is supported in whole or in part by a County approval.

Responsible Agency. A public agency that proposes to carry out or approve a project, for which a lead agency is preparing, or has prepared, an EIR or Negative Declaration. Responsible agencies include all public agencies that have discretionary approval power over a part of the project.

Riparian Lands. Vegetative and wildlife areas adjacent to perennial and intermittent streams. Riparian areas are delineated by the existence of plant species normally found near freshwater.

Significant Effect on the Environment. A substantial or potentially substantial adverse change in any of the physical conditions within the area affected by a project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. An economic or social change, by itself, shall not be considered a significant effect on the environment. A social or economic change

related to a physical change may be considered in determining whether the physical change is significant.

State Agency. A governmental agency in the executive branch of the State Government or an entity which operates under the direction and control of an agency in the executive branch of State Government and is funded primarily by the State Treasury.

Substantial Evidence. Enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Whether a fair argument can be made is to be determined by examining the entire record. Mere uncorroborated opinion or rumor does not constitute substantial evidence.

Trustee Agency. A State agency having jurisdiction by law over natural resources affected by a project which are held in trust for the people of the State of California. Trustee Agencies include: the Department of Fish and Game with regard to fish and wildlife, the State Lands Commission with respect to State-owned sovereign lands, the Department of Parks and Recreation with regard to units of the State Parks System, and the University of California with regard to sites within the Natural Land and Water Reserves System.

Williamson Act. Known formally as the *California Land Conservation Act of 1965*, it was designed as an incentive to retain prime agricultural land and open space in agricultural use, thereby slowing its conversion to urban and suburban development. The program entails a ten-year contract between the County and an owner of land whereby the land is taxed on the basis of its agricultural use rather than the market value. The land becomes subject to certain enforceable restrictions, and certain conditions need to be met prior to approval of an agreement.

Zoning. The division of a County by legislative regulations into areas, or zones, which specify allowable uses for real property and size restrictions for buildings within these areas; a program that implements policies of the General Plan.