RESOLUTION - ACTION REQUESTED 2017-428

MEETING: June 27, 2017

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Approve a Professional Services Agreement with Michael Baker International, Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve a Professional Services Agreement with Michael Baker International, Inc. to Develop a General Plan Implementation Program; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Mariposa County General Plan was adopted in December of 2006. The General Plan provides the long-range vision and policy direction defining what the County is and wants to become. The General Plan’s implementation is described as the “foundation for the future” guiding the County’s growth and development. According to the General Plan, the Board of Supervisors implements the General Plan through development and adoption of ordinances and standards.

Since 2006, General Plan Implementation progress has been limited by resources (time and financial), the availability of experienced staff, the extent of community interest and involvement, and the complexity of the implementation tasks.

This Professional Services Agreement with Michael Baker International (Attachment B) will provide professional planning assistance to Mariposa County to develop and complete a comprehensive General Plan implementation program. The program is intended to be a written strategy to guide and complete implementation activities. Following development and Board approval of the implementation program, it is anticipated that Mariposa County will enter into separate agreements with the selected Consultant for completion of individual implementation tasks.

On April 5, 2017 staff issued a Request for Proposals (Attachment A). Three consultant teams submitted responses. Planning staff evaluated the responses and recommend that the Board of Supervisors select Michael Baker International.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
12/2006: Resolution 06-575 approving General Plan

3/2007: Resolution 07-100 amending Mariposa Town Plan for drive thru facilities (for drug store)
(organized recreational camps)

6/2008: Resolution 08-266 amending the Bear Valley Community Planning Study
Area land use diagram

2/2009: Resolution amending Fish Camp Town Plan land use diagram for Tenaya
Lodge project

12/2009: Resolution 09-595 adopting Housing Element Update

1/2010: Resolution 10-49 amending Mariposa Town Plan for 5-bedroom B&Bs

6/2010: Resolution 10-324 amending time frame priorities for completion of area plan
for El Portal

7/2012: Resolution 12-366 amending Mariposa Town Plan for Housing Element
(emergency shelters, transitional housing, supportive housing, etc.)

7/2012: Resolution 12-367 adding criteria for transfers of ag lands

7/2012: Resolution amending land use text to add General Forest zone for zoning
consistency

11/2012: Resolution 12-561 clarifying policies for processing transfers of ag lands
projects

11/2012: Resolution 12-562 amending Mariposa Town Plan for sign regulations

12/2012: Resolution 12-593 amending land use text to add Timber Exclusive zone for
zoning consistency

12/2012: Resolution 12-593 adopting the Catheys Valley Community Plan

11/2015: Resolution 15-543 amending policies for mining permitting

3/2016: Resolution 16-102 amending General Plan definitions and Mariposa Town
Plan for transient occupancy facilities

10/2016: Resolution 16-565 adopting Housing Element Update

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**
Negative action would result in no professional services agreement. Current staff
would continue to implement the General Plan on a limited basis.

**FINANCIAL IMPACT:**
FY 2016/2017 Planning Department Budget includes $55,000 in un-spent
funding for this agreement. The requested FY 2017/2018 Budget provides
$150,000 for completing phase 1 (development of implementation strategy) and commencement of phase 2 (implementation tasks).

ATTACHMENTS:
Attachment A: RFP for General Plan Implementation Program (PDF)
Attachment B: 170619 Agreement for GP Implementation Program MBI (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble
Dallin Kimble, County Administrative Officer 6/22/2017

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR GENERAL PLAN IMPLEMENTATION PROGRAM Phase 1

THIS AGREEMENT ("Agreement") is made and entered into this 27th day of June, 2017, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Michael Baker International, Inc, a Pennsylvania corporation, ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written, and shall terminate on June 30, 2018 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall develop a General Plan Implementation Program as described as Phase 1 in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $54,960. The Contractor’s hourly rates are listed on page 8 of Exhibit A. The County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the “not to exceed” amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $2,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

As regards claims arising from the performance of professional services, Contractor shall hold harmless, and indemnify County its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all negligent acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from County’s sole negligence or willful acts.

As regards all other claims, to the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from County’s sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

County agrees that it shall not, during the term of this Agreement, nor for a period of one year after termination, solicit for employment, hire or retain, whether as an employee or independent
contractor, any person working under this Agreement, who is or has been employed by Contractor.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, then to the extent County has treated Contractor as an independent contractor, then Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9. ASSIGNMENT

It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County, such consent to not be unreasonably withheld.

10. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**

Michael Baker International, Inc.
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670
Fax: (916) 361-1574
Email: jhenderson@mbakerintl.com

**COUNTY:**

Sarah Williams
County of Mariposa Planning Dept.
P.O. Box 2039
Mariposa, CA 95338
Fax: (209) 742-5024
Email: swilliams@mariposacounty.org
11. **COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. **PUBLIC RECORDS ACT**

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. **ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Planning Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. **ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. **TERMINATION AND RIGHTS UPON TERMINATION**

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days’ written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed in accordance to this Agreement up to the effective date of termination, as set forth on pages 7 and 8 in Exhibit A.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving
written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. **NO WAIVER**

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. **DISPUTES**

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. **CAPTIONS**

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. **NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. **MANDATORY AND PERMISSIVE**

“Shall” is mandatory. “May” is permissive.

21. **SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. **COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
23. **OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. **CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. **AUTHORITY**

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. **NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. **NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. **WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. In the event Contractor becomes aware of a conflict between such federal, state or local laws, County shall be notified and the parties shall work cooperatively to resolve the conflict.
29. **FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

30. **WAIVER OF CONSEQUENTIAL DAMAGES**

In no event shall either County or Contractor have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**COUNTY OF MARIPOSA**

[Signature]

Marshall Long, Chair
Board of Supervisors

**CONTRACTOR**

[Signature]

Kevin Gustorf/Vice President

**ATTEST:**

[Signature]

Rene LaRoche
Clerk of the Board

**APPROVED AS TO FORM:**

[Signature]

Steven W. Dahlem
County Counsel

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**Scope of Services**

Our proposed scope of services for Phase 1 is presented below. For each task, we identify products associated with the work to be performed. Our corresponding budget identifies a detailed level of effort and budget to develop the strategic implementation work program (see Budget and Rate Schedule, below). General estimates are then provided for key implementation items anticipated to be completed under Phase 2 of this work effort (see Estimated Level of Effort for Anticipated Future Tasks, below). These more general estimates will be refined through subsequent task orders.

**Task 1. Kickoff Meeting and Ongoing Project Management**

The objectives of this task are to kick off the project and set expectations and protocols for project management.

1.1. Kickoff Meeting

Key members of the Michael Baker team will attend a half-day kickoff meeting with County staff. The kickoff meeting is an opportunity to establish project goals and to confirm how the scope of work, schedule, and budget will be executed. In this meeting, we will:

- Discuss the current status of the General Plan implementation measures.
- Identify pertinent County documents, policies, and other regulatory documents (e.g., specific plans, community plans, policy direction from the Board of Supervisors).
- Confirm state law changes related to the General Plan that should be addressed by the strategic implementation work plan.
- Discuss and finalize a list of emerging local policy issues facing the County that are not currently addressed by the General Plan.
- Establish preferences for communications, including project status reports and frequency of coordination calls with County staff.
- Refine and detail the project scope, budget, and schedule, as necessary.

**Meetings:**

- In-person meeting with County staff and key members of the Michael Baker team

**Deliverables/Outcome:**

- Summary of General Plan implementation measure status
- Refined scope of work, schedule, and budget

1.2. Ongoing Project Management

Ongoing and active project management is essential to ensure a successful project. This task provides for project management by the Michael Baker team throughout the project, including overall project management, coordination of team members and tasks, preparation of invoices and updates, general consultation with the County, strategic coordination team meetings, and quality control reviews. We recommend conference calls every other week throughout the project. These calls are an opportunity to review tasks in progress, share information, and review key milestones and deliverables. We will generate agendas and notes for each
Meetings:

- Scheduled coordination calls every two weeks between County staff and consultant team

Deliverables/Outcome:

- Coordination call meeting agenda and notes
- Monthly progress status memos to accompany monthly invoices

Task 2. Refine Implementation Checklist

The focus of this task is to identify outstanding (yet-to-be-completed) measures on the implementation checklist and to augment the checklist with additional items that may be considered related to changes in state law or emerging local planning issues.

2.1. Review and Refine Status of General Plan Implementation Checklist Measures

Building from discussions at the kickoff meeting, Michael Baker will identify implementation measures from the existing General Plan implementation checklist that have been completed, are in progress, or are outstanding. For those measures that are in progress or outstanding, we will develop and apply a list of criteria to evaluate each measure. These criteria may include resource availability (e.g., funding, staff, expertise), regulatory compliance timelines, order of operations (measures that may trigger or delay other associated measures), or relationship to an identified emerging local planning issue. The results of this evaluation will be used to assign preliminary completion time frames for in-progress or outstanding implementation measures.

Meetings:

- No in-person meetings anticipated

Deliverables/Outcome:

- Refined General Plan implementation checklist

2.2. Review Existing General Plan Policies for Consistency with Current Issues

Michael Baker will review existing General Plan goals and policies in light of current issues, including:

- Consistency with state legislation approved since the General Plan was last amended in 2006 (as noted in the Project Understanding).
- Applicability to emerging local planning issues (as described in the Project Understanding).

This review will determine the relevancy of the existing General Plan goals and policies and identify policy topics that should be addressed by new programs in the implementation checklist. Time frames for completion of proposed updates will also be identified.

Meetings:

- No in-person meetings anticipated
Deliverables/Outcome:

- Technical memorandum summarizing policy topics to be addressed

2.3. Planning Commission and Board of Supervisors Study Sessions (2)

Michael Baker recommends conducting study sessions before the Planning Commission and the Board of Supervisors to gather input on the refined implementation checklist (Task 2.1) and the technical memorandum identifying policy topics to be addressed (Task 2.2). Input from these study sessions, along with input received from Task 2.4, will be used to prepare a revised implementation checklist, including current issues, to be used in developing the strategic implementation work plan (Task 3). This task assumes two study sessions: one before the Planning Commission, followed by one before the Board of Supervisors. At County staff's discretion, this task could be modified to be held as two joint study sessions before both decision-making bodies.

Meetings:

- Study session with Planning Commission
- Study session with Board of Supervisors

Deliverables/Outcome:

- Meeting presentations and related materials
- Summary of input from Planning Commission and Board of Supervisors

2.4. Staff Meeting to Review Checklist and Policy Topics

Michael Baker will meet with County staff, including key staff from other departments and agencies, to review the refined implementation checklist (Task 2.1) and the technical memorandum identifying policy topics to be addressed (Task 2.2). Input received from the Planning Commission and Board of Supervisors (Task 2.3) will also be presented. Input from this meeting will be used to prepare a revised implementation checklist, including current issues, to be used in developing the strategic implementation work plan (Task 3).

Meetings:

- In-person meeting between County staff and key members of the Michael Baker team

Deliverables/Outcome:

- Revised implementation checklist

2.5. Planning Commission and Board of Supervisors Study Sessions (2)

Michael Baker recommends conducting study sessions before the Planning Commission and the Board of Supervisors to ensure concurrence with recommendations proposed in the revised checklist and to discuss new programs emerging from policy topics before the strategic implementation work program is prepared. A key objective of these study sessions would be to work with decision-makers to establish preliminary priorities for new and existing/outstanding implementation programs. This task assumes two study sessions: one before the Planning Commission, followed by one before the Board of Supervisors. At County staff's discretion, this task could be modified to be held as two joint study sessions before both decision-making bodies.

Meetings:

- Study session with Planning Commission
- Study session with Board of Supervisors
Deliverables/Outcome:

- Meeting presentations and related materials
- Revised prioritized implementation checklist following Board of Supervisors session

**Task 3. Develop Strategic Implementation Work Plan**

The focus of this task is to develop a strategic implementation work plan for the Mariposa County General Plan. The work plan will act as a guiding document, describing how future implementation tasks will be managed and a recommended process for executing the tasks.

3.1. Prepare and Refine Draft Strategic Implementation Work Plan

Michael Baker will prepare a draft strategic implementation work plan. As an initial work item, we will collaborate with County staff to develop a format and outline for the work plan that makes the document easy to read, trackable, and accessible. At a minimum, the strategic implementation work plan will include the following components.

**Project management plan.** This section will describe an overall project management plan, clearly delineating consultant and County staff responsibilities for future task orders. The project management plan will establish protocols for communication, project status updates, and the anticipated process for preparation and approval of future task orders identifying a detailed scope, budget, and schedule to implement programs identified in the work plan.

**Prioritized task lists.** This section will identify anticipated future tasks in priority order based on the work completed in Task 2. Based on our initial review of the County's existing implementation checklist (and subject to refinement based on the findings of Task 2), we anticipate that the following types of tasks will be presented and prioritized, resulting in subsequent task orders to complete the identified work. Each type of task identified could result in multiple task orders, and the strategic implementation work plan would identify the priority order in which they should be prepared.

- Prepare community and area plans.
- Update zoning and subdivision regulations.
- Update building codes and standards, grading ordinance, public works standards, public facilities and service standards, and other County codes.
- Create/update design guidelines and standards.
- Establish/refine resource management programs (e.g., agriculture, water, mineral resource, historic resources).
- Coordinate related planning efforts (e.g., economic development, transit, arts, housing), including those conducted by external agencies.
- Modify/update development project review process and requirements.
- Complete other tasks determined to respond to emerging issues (e.g., marijuana regulations) or state law requirements (e.g., climate change adaptation).

Within each type of task identified above, subtasks will be developed to identify the desired scope of work to be performed for each.

**Engagement plan.** This section will describe options available to engage the community while completing tasks identified in the work plan. It will outline the various forms of engagement to be completed (e.g., workshops, advisory committee meetings, ...
surveys, pop-ups, study sessions), matching desired forms of engagement for each identified task. For each task, the plan will delineate the desired levels of recommendation and decision-making for each task (e.g., advisory committees, Planning Commission, Board of Supervisors), what level of engagement is anticipated with other agencies, and which County departments should be engaged in the effort.

**Monitoring and reporting.** This section will establish mechanisms for monitoring progress toward completion of individual tasks, along with a reporting template to be used by County staff to provide an annual report on progress toward implementation of the General Plan to the Board of Supervisors.

Michael Baker will prepare a draft version of the strategic implementation work plan for County staff review. Following receipt of a single set of consolidated County staff comments and a meeting with County staff to discuss comments, Michael Baker will prepare a revised draft of the work plan for review and discussion with the Planning Commission and the Board of Supervisors.

**Meetings:**
- In-person meeting between County staff and key members of the Michael Baker team

**Deliverables/Outcome:**
- Outline for strategic implementation work plan
- Draft strategic implementation work plan
- Revised draft strategic implementation work plan

3.2. Planning Commission and Board of Supervisors Joint Study Session (1)

Michael Baker will conduct a joint study session before the Planning Commission and the Board of Supervisors to review the revised draft strategic implementation work program developed in Task 3.1. A key outcome of this study session would be to gain decision-maker support for the updated work program, and potentially to kick off a number of initial work items. We recommend that this study session be held jointly between both decision-making bodies. At County staff’s discretion, this could be completed in a sequential manner similar to Tasks 2.3 and 2.5.

**Meetings:**
- Joint study session with Planning Commission and Board of Supervisors

**Deliverables/Outcome:**
- Meeting presentations and related materials

3.3. Prepare Final Strategic Implementation Work Plan

Following the joint study session and confirmation with County staff of desired changes, Michael Baker will revise the strategic implementation work plan to prepare a final version to be used to support scheduling, funding, and execution of future task orders.
Project Timeline

The schedule below presents completion of Phase 1 of the project in approximately seven months from contract initiation by January 2018. Subsequent follow-up tasks would continue from February 2018 through 2020 and beyond. The schedule is flexible, based on our project understanding and the County’s needs and resources, and can be either shortened or extended as needed at the project kickoff meeting.

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<tr>
<th>Tasks</th>
<th>2017</th>
<th>2018</th>
<th>Feb 2018-2020</th>
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<tbody>
<tr>
<td></td>
<td>July</td>
<td>Aug</td>
<td>Sept</td>
</tr>
<tr>
<td><strong>Task 1. Kickoff Meeting and Ongoing Project Management</strong></td>
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</tr>
<tr>
<td>1.1. Kickoff Meeting</td>
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<td>1.2. Ongoing Project Management</td>
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<tr>
<td><strong>Task 2. Refine Implementation Checklist</strong></td>
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<tr>
<td>2.1. Review and Refine Status of General Plan Implementation Checklist Measures</td>
<td></td>
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<tr>
<td>2.2. Review Existing General Plan Policies for Consistency with Current Issues</td>
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<tr>
<td>2.3. Planning Commission and Board of Supervisors Study Sessions (2)</td>
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<tr>
<td>2.4. Staff Meeting to Review Checklist and Policy Topics</td>
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<tr>
<td>2.5. Planning Commission and Board of Supervisors Study Sessions (2)</td>
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<tr>
<td><strong>Task 3. Develop Strategic Implementation Checklist</strong></td>
<td></td>
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</tr>
<tr>
<td>3.1. Prepare and Refine Draft Strategic Implementation Work Plan</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>3.2. Planning Commission and Board of Supervisors Joint Study Session (1)</td>
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<tr>
<td>3.3. Prepare Final Strategic Implementation Work Plan</td>
<td></td>
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<tr>
<td><strong>Follow-Up Task Orders</strong></td>
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</tr>
<tr>
<td>Follow-Up Task Orders – to be determined</td>
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</table>
Budget and Rate Schedule

The Michael Baker team’s proposed budget for Phase 1 planning activities for this project is provided below. It identifies team member levels, hourly rates, estimated hours per task, and total number of hours and cost. Our budget is aligned with expectations established by the County, resulting in expenditures of up to $54,960 through completion of Phase 1. Payments would be made on a monthly basis based on actual time spent by Michael Baker team staff toward completion of project tasks in the previous month.

Our objective in assembling the budget is to provide a realistic assessment of the effort required to complete the work items identified in the RFP. The work program and budget remain flexible at this time and may be adjusted as needed to meet County needs and priorities based on mutual agreement.

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Project Manager</th>
<th>Asst PM</th>
<th>Sr Planner</th>
<th>Assoc Planner</th>
<th>Graphics</th>
<th>Editing</th>
<th>Admin</th>
<th>Total Hours</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>1.1 Kickoff Meeting and Ongoing Project Management</td>
<td>$190</td>
<td>$165</td>
<td>$185</td>
<td></td>
<td>$85</td>
<td></td>
<td></td>
<td>4</td>
<td>16</td>
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<tr>
<td>1.2 Ongoing Project Management</td>
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<td></td>
<td>20</td>
<td>44</td>
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<tr>
<td>Task 2. Refine Implementation Checklist</td>
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<tr>
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<td>4</td>
<td>16</td>
<td>30</td>
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<td>2.2 Review Existing General Plan Policies for Consistency with Current Issues</td>
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<td>50</td>
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<td>$5,490</td>
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<td>2.3 Planning Commission and Board of Supervisors Study Sessions (2)</td>
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<td>16</td>
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<td>32</td>
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<td>4,960</td>
<td>12</td>
<td>$4,960</td>
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<tr>
<td>2.4 Staff Meeting to Review Checklist and Policy Topics</td>
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<td>8</td>
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</tr>
<tr>
<td>2.5 Planning Commission and Board of Supervisors Study Sessions (2)</td>
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<td>16</td>
<td></td>
<td>32</td>
<td></td>
<td></td>
<td>4</td>
<td>32</td>
<td>$4,960</td>
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<tr>
<td>Task 3. Develop Strategic Implementation Checklist</td>
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<tr>
<td>3.1 Prepare and Refine Draft Strategic Implementation Work Plan</td>
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<td>8</td>
<td>20</td>
<td>80</td>
<td>4</td>
<td>4</td>
<td>124</td>
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<td>$14,620</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3.3 Prepare Final Strategic Implementation Work Plan</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>7</td>
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<td>1</td>
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<td>$2,615</td>
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<td>Subtotal</td>
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<td>157</td>
<td>6</td>
<td>8</td>
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<td>366</td>
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<td>Direct Costs (printing &amp; travel)</td>
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<tr>
<td>TOTAL</td>
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</tbody>
</table>

Note: Budget-level estimated costs for anticipated follow-up task orders are provided in the section below.
In addition to these Phase 1 costs, the following bill rates apply to staff identified in this proposal for follow-up task orders that may result from the strategic work plan following November 30, 2017. These bill rates are subject to change over time and may be refined in task orders through mutual agreement between the County and Michael Baker.

<table>
<thead>
<tr>
<th>Team Member</th>
<th>Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff Henderson, AICP</td>
<td>Project Manager</td>
<td>$190</td>
</tr>
<tr>
<td>Sara Allinder, AICP</td>
<td>Assistant Project Manager</td>
<td>$150</td>
</tr>
<tr>
<td>Holly Pearson, AICP</td>
<td>Senior Planner</td>
<td>$165</td>
</tr>
<tr>
<td>Patrick Hindmarsh</td>
<td>Senior Environmental Planner</td>
<td>$160</td>
</tr>
<tr>
<td>Courtney Wood, AICP, LEED AP, IAP2</td>
<td>Community Engagement Specialist</td>
<td>$125</td>
</tr>
<tr>
<td>Dana Hoffman, AICP</td>
<td>Associate Planner</td>
<td>$105</td>
</tr>
<tr>
<td>Alessandra Lundin</td>
<td>Associate Planner</td>
<td>$105</td>
</tr>
<tr>
<td>Margo Nayyar</td>
<td>Architectural Historian</td>
<td>$95</td>
</tr>
<tr>
<td>Assistant Planner</td>
<td></td>
<td>$90</td>
</tr>
<tr>
<td>Graphics/GIS/Technical Editing</td>
<td></td>
<td>$85</td>
</tr>
<tr>
<td>Administrative Support</td>
<td></td>
<td>$70</td>
</tr>
</tbody>
</table>

**Estimated Level of Effort for Anticipated Future Tasks**

The following level of effort discussion identifies likely future follow-up tasks to be completed under Phase 2 of this work effort, presenting a general cost estimate associated with each type of task. These tasks would be authorized by the County in the future under separate task orders associated with this project contract. We anticipate that detailed scopes of work, schedules, and budgets would be identified for each individual task order, based on outcomes of the strategic implementation work plan process completed under Phase 1 of the project.

The following list of anticipated future tasks is based on our initial review of the County’s existing implementation checklist. There could be more or fewer potential tasks, as identified in the strategic implementation work plan, once completed. The general cost estimates identified below are based on our experience with similar tasks in similar environments, assuming an average level of effort. These estimates are provided primarily to assist the County in budgeting for future planning efforts in advance of more detailed information.
<table>
<thead>
<tr>
<th>Type of Task</th>
<th>Estimated Cost Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepare community and area plans</td>
<td>$50,000–$70,000 per plan</td>
</tr>
<tr>
<td>Update zoning and subdivision regulations</td>
<td>$60,000–$80,000 for a comprehensive update</td>
</tr>
<tr>
<td>Update building codes and standards, grading ordinance, public works standards, public facilities and service standards, and other County codes</td>
<td>$5,000–$20,000 per set of standards or ordinance</td>
</tr>
<tr>
<td>Create/update design guidelines and standards</td>
<td>$5,000–$20,000 for an update to existing design guidelines and standards $15,000–$35,000 for preparation of new design guidelines and standards per area</td>
</tr>
<tr>
<td>Establish/refine resource management programs (e.g., agriculture, water, mineral resource, historic resources)</td>
<td>$10,000–$25,000 for an update to an existing management program $20,000–$50,000 + for establishment of a new management program</td>
</tr>
<tr>
<td>Coordinate related planning efforts (e.g., economic development, transit, arts, housing), including those conducted by external agencies</td>
<td>$5,000–$15,000 to integrate and coordinate related planning efforts per topic</td>
</tr>
<tr>
<td>Modify/update development project review process and requirements</td>
<td>$10,000–$35,000 to update a development project review process</td>
</tr>
<tr>
<td>Complete other tasks determined to respond to emerging issues (e.g., marijuana regulations) or state law requirements (e.g., climate change adaptation)</td>
<td>$5,000–$75,000 per topic, depending upon complexity</td>
</tr>
</tbody>
</table>