



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Department Name:** Planning &  
Development  
**Department No.:** 053  
**For Agenda Of:** September 11, 2018  
**Placement:** Administrative  
**Estimated Tme:** N/A  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

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**TO:** Board of Supervisors  
**FROM:** Department Dianne Black, Director, Planning & Development, 568-2084  
Director(s)  
Contact Info: Jeff Wilson, Deputy Director, Planning & Development, 568-2518  
**SUBJECT:** **Authorization of Professional Services Contract with Rincon Consultants Inc. to prepare a Subsequent Environmental Impact Report for the proposed Neighborhoods of Willow Creek and Hidden Canyon Project, 3<sup>rd</sup> Supervisorial District.**

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**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- a) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor (Attachment 1) with Rincon Consultants, Inc. to complete a Subsequent Environmental Impact Report for The Neighborhoods of Willow Creek & Hidden Canyon Project for the period of September 11, 2018 through December 31, 2019 for a base amount of \$140,744.00 and a total contract amount not to exceed \$164,058.00.
- b) Authorize the Director of Planning and Development, or designee, to approve up to a 16.57% contingency cost not to exceed \$23,314.00 for services being performed under the Agreement for a total contract amount not to exceed \$164,058.00.
- c) Approve and authorize the Director of Planning and Development, or designee, to make immaterial changes in accordance with Section 35 of the Agreement.

- d) Determine that this action is exempt from CEQA pursuant to Section 15378(b)(5), which addresses organizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment.

**Summary Text:**

Pursuant to State CEQA Guidelines Sections 15063 and 15162(3), the County of Santa Barbara Planning & Development Department [i.e. the “Lead Agency”] has determined that the proposed request to develop 146 residential units at Key Site 21 will require the preparation of a Subsequent Environmental Impact Report (SEIR).

Appendix 1 of the attached Agreement for Services includes the proposal for completing the SEIR. Board authorization of an Agreement is required when the cost of preparing an SEIR will exceed \$100,000.00. The preparation of this SEIR is included in P&D’s current fiscal year budget and therefore, no budget revision is necessary for the contract’s execution.

**Background:**

The Neighborhoods of Willow Creek & Hidden Canyon Project includes a Specific Plan, General Plan Amendment, Tract Maps, Conditional Use Permits and Development Plan applications to develop 146 single family dwellings and associated infrastructure including public trails and Hwy 1 frontage improvements. The project site is comprised of three undeveloped parcels located on a 189-acre portion of Key Site 21 in the Orcutt Community Plan area. Key Site 21 is located on the south side of Highway 1 between Solomon Road and Black Road, approximately ½ mile west of the Highway 1/Solomon Road intersection in the Third Supervisorial District.

Rincon Consultants will be responsible for preparing the Subsequent Environmental Impact Report for the project. Tasks involved with the preparation of the environmental document include, but are not limited to, peer review of technical reports, independent field survey of the project site, and independently and objectively evaluating potential project generated impacts and identification of mitigation measures if necessary to reduce impacts to less than significant levels. P&D will oversee completion of the EIR which analyzes the project’s impacts on the environment and circulate the EIR for public review and comment.

**Fiscal and Facilities :**

All costs for consultant preparation and processing of the SEIR will be fully reimbursed by the project applicant. The cost of completing the SEIR is for an amount not to exceed \$164,058.00, which includes a base cost of \$140,744.00 and a 16.57 percent contingency cost of \$23,314.00. The project applicant will deposit \$164,058.00 prior to work commencing to pay the costs for Rincon Consultants, Inc. to complete the SEIR. Any contingency funds used must be identified by the consultant and approved by the Planning and Development Director, or designee, prior to the work commencing. Rincon Consultants, Inc. is not considered a local contractor according to the General Services Departmental definition of a local contractor. P&D will invoice the project applicant for all staff time necessary to administer the Agreement for Services and related planning actions. Funding for this project is budgeted in the Permitting Budget Program on page D-272 of the FY 2018-2019 budget.

**Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>Current FY Cost:</u></b>	<b><u>Annualized On-going Cost:</u></b>	<b><u>Total One-Time Project Cost</u></b>
General Fund	\$ -	\$ -	
State	\$ -	\$ -	
Federal	\$ -	\$ -	
Fees	\$ -	\$ -	
Other:			\$164,058.00
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$164,058.00</b>

**Key Contract Risks:**

A risk analysis was performed on the proposed contract and the contract was determined to be of low risk. The amount of \$164,058.00 will be paid in-full by the applicant in the form of a deposit to the County. As such, there is no risk to County fiscal resources for the contract amount. The contract includes payment arrangements based on periodic compensation at selected milestones. Payments will not be made until all services have been completed, delivered and found to be satisfactory for the various milestones. This ensures that funds from the deposit will only be expended upon satisfactory product delivery and performance by Rincon Consultants, Inc.

**Special Instructions:**

Clerk of the Board will forward a copy of the Minute Order and executed contract to Planning & Development, Development Review Division, Attn: Dana Eady. Planning & Development will issue a Notice-to-Proceed to Rincon Consultants.

**Attachments:**

- Attachment 1: Agreement for Services of Independent Contractor
- Attachment 2: Board Contract Summary

**Authored by:**

Dana Eady, Senior Planner, (805) 934-6266

## ATTACHMENT 1

### AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Rincon Consultants, Inc. with an address at 1530 Monterey Street, Suite D, San Luis Obispo, CA 93401(hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

#### **1. DESIGNATED REPRESENTATIVE**

Dana Eady at phone number (805) 934-6266 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Richard Daulton at phone number (805) 547-0900 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

#### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Dana Eady, County of Santa Barbara, Planning & Development Department  
624 W. Foster Road, Suite C, Santa Maria, CA 93455, (805) 934-6258 (Fax)

To CONTRACTOR: Richard Daulton, Rincon Consultants, Inc.  
1530 Monterey Street, Suite D, San Luis Obispo, CA 93401, (805) 547-0901 (Fax)

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

#### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

#### **4. TERM**

CONTRACTOR shall commence performance on September 11, 2018 and end performance upon completion, but no later than December 31, 2019 unless otherwise directed by COUNTY or unless earlier terminated.

## **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

## **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

## **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

## **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

## **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

## **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

## **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

## **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

#### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **19. TERMINATION**

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## 20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## 21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.



**22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties 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.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

### **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### **32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provision of the numbered section of this Agreement shall prevail over those in the Exhibits.

### **33. SUBCONTRACTOR**

CONTRACTOR is authorized to subcontract with subcontractors identified in Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights.

### **34. HANDLING OF PROPRIETARY INFORMATION**

CONTRACTOR understands and agrees that certain materials which may be provided may be classified and conspicuously labeled as proprietary confidential information. That material is to be subject to the following special provisions:

A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.

B. Upon conclusion of CONTRACTOR'S work, CONTRACTOR shall return all copies of the material direct to party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.

### **35. IMMATERIAL CHANGES**

CONTRACTOR and COUNTY agree that immaterial changes to the work program (time frame and mutually agreeable work program changes which will not result in a change to the total contract amount) may be authorized by Planning and Development Director, or designee in writing, and will not constitute an amendment to the Agreement.

### **36. NEWS RELEASES/INTERVIEWS**

CONTRACTOR agrees for itself, its agents, employees and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the COUNTY Project Coordinator. CONTRACTOR further agrees that all media requests for communication will be referred to COUNTY'S responsible personnel.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Rincon Consultants, Inc.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

Das Williams, Chair

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Dianne M. Black, Director  
Planning & Development

**CONTRACTOR:**

Richard Daulton, Principal  
Rincon Consultants, Inc.

By: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

**Attachment 1  
EXHIBIT A**

**STATEMENT OF WORK**

CONTRACTOR shall render services in accordance with the Proposal for Preparation of The Neighborhoods of Willow Creek & Hidden Canyon project Subsequent Environmental Impact Report, as shown in **Appendix 1** and incorporated herein by reference. The Proposal describes the Environmental Impact Report scope of work which includes the following: consultant qualifications and experience, key personnel and project management program, study methodology, document preparation, project schedule, and cost estimate.

Richard Daulton, Chris Bersbach, Joe Power, Colby Boggs, Margaret Perry, Christopher Duran, Hannah Haas, Walter Hamann, Torin Snyder, Lindsey Sarquilla, Mattie Cardenaz and Dan Dawson shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of CONTRACTOR's Designated Representative, as stated in Section 1 of the Agreement.

**Suspension for Convenience.** COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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**Attachment 1  
EXHIBIT B**

**PAYMENT ARRANGEMENTS  
Periodic Compensation at Selected Milestones**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total base contract amount, including cost reimbursements, not to exceed \$140,744.00. The total not to exceed cost is \$164,058.00
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Percentage of Total Contract Amount	Milestone Description	Maximum Amount Chargeable
60%	Acceptance of Admin Draft SEIR	\$84,446.40
20%	Acceptance of Draft SEIR	\$28,148.80
10%	Acceptance of Final SEIR	\$14,074.40
10%	SEIR Certification	\$14,074.40

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** and in **Appendix 1** have been delivered and found to be satisfactory.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**Attachment 1  
EXHIBIT C**

**Indemnification and Insurance Requirements  
(For Professional Contracts)**

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this 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 and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope 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-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
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 limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the 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 provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents 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 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, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents 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 provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – 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 effect 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 Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, 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 CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. 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. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **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.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **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.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.





RINCCON-01

PHILLIPSC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**2/1/2018**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER License # 0E67768**  
Legends Environmental Ins. Services  
130 Vantis  
Suite 250  
Aliso Viejo, CA 92656

**CONTACT NAME:** Elizabeth Leach  
**PHONE (A/C, No, Ext):** (949) 297-5537 52011 **FAX (A/C, No):** (949) 297-5960  
**E-MAIL ADDRESS:** Elizabeth.Leach@ioausa.com

**INSURED**  
**Rincon Consultants, Inc.**  
253 N Ashwood Ave  
Ventura, CA 93076

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : <b>Crum &amp; Forster Specialty Insurance Company</b>	<b>44520</b>
INSURER B : <b>Trumbull Insurance Company</b>	<b>27120</b>
INSURER C : <b>StarStone National Insurance Company</b>	<b>25496</b>
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES**                                      **CERTIFICATE NUMBER:**                                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Transportation Poll.</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Contractors Pollution Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>EPK114155</b>	<b>09/22/2016</b>	<b>09/22/2018</b>	EACH OCCURRENCE	\$ <b>3,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>50,000</b>
							MED EXP (Any one person)	\$ <b>10,000</b>
							PERSONAL & ADV INJURY	\$ <b>3,000,000</b>
							GENERAL AGGREGATE	\$ <b>4,000,000</b>
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll Ded \$1000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>72UUNPT4318</b>	<b>12/17/2017</b>	<b>12/17/2018</b>	COMBINED SINGLE LIMIT (Ea accident)	\$ <b>1,000,000</b>
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
<b>A</b>	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			<b>EFX108624</b>	<b>09/22/2017</b>	<b>09/22/2018</b>	EACH OCCURRENCE	\$ <b>5,000,000</b>
							AGGREGATE	\$ <b>5,000,000</b>
<b>C</b>	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> <b>N</b> N/A			<b>T10180329</b>	<b>02/01/2018</b>	<b>02/01/2019</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE	\$ <b>1,000,000</b>
<b>A</b>	<b>Professional Liab.*</b>			<b>EPK114155</b>	<b>09/22/2016</b>	<b>09/22/2018</b>	Per Claim	\$ <b>3,000,000</b>
							Aggregate	\$ <b>4,000,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
\*Professional Liability and Transportation Pollution Liability are written on a Claims Made basis. When required by written contract, the General Liability and Pollution Liability Limits are on a Per Project basis while dedicated; the Professional Liability is on a Per Policy basis. Professional Liability Deductible \$10,000 Each Claim.

County of Santa Barbara, its officers, agents and employees are included as additional insured for General Liability and Auto Liability with respect to work performed for them by the Named Insured as required by written contract, per Blanket Additional Insured endorsement EN0147-1111, EN0320-0211, EN0321-0211 & HA99160312. Liability Coverage is Primary and Non-Contributory as required by written contract, per endorsement EN0147-1111 & HA99160312. SEE ATTACHED ACORD 101

<p><b>CERTIFICATE HOLDER</b></p> <p>County of Santa Barbara Planning Development 123 East Anapamu Street Santa Barbara, CA 93101-2058</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Legends Environmental Ins. Services</b>	License # 0E67768	NAMED INSURED <b>Rincon Consultants, Inc.</b> 253 N Ashwood Ave Ventura, CA 93076
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

Blanket Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation as required by written contract, per Endorsement EN0147-1111, HA99160312 & WC000313. Excess policy follows General Liability, Auto Liability and Employers Liability form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED  
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) or Organization(s)</b>
Where Required By Written Contract:

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
  - 1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
  - 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).
  - 3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Where Required by Written Contract.	Where Required by Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) of Covered Operations</b>
Where Required by Written Contract.	Where Required by Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or



- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

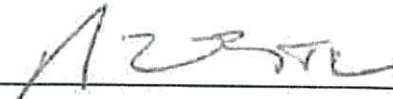
WHERE REQUIRED BY WRITTEN CONTRACT, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

Per Policy Minimum Waiver Premium by State:

\$500:	AL, AR, CA, CO, CT, DC, ID, IL, IN, IA, KS, ME, MD, MI, MS, MT, NV, NM, OH, OK, OR, PA, RI, SD, UT, VT, VA, WA, WV
\$250:	AK, DE, LA, NY
\$100:	NC
\$50:	WI
N/A:	AZ, FL, GA, HI, MA, MN, MO, NE, SC, TN, TX

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	02/01/18	Policy No.	T10180329	Endorsement No.	5
Insured	Rincon Consultants, Inc	Policy Effective Date	02/01/18		
Insurance Company	StarStone National Insurance Company				

Countersigned By 

**ATTACHMENT 1  
APPENDIX 1**

**Rincon Consultants, Inc. Proposal**



*Proposal*

# Subsequent EIR for the Proposed Neighborhoods of Willow Creek & Hidden Canyon Residential Project (Key Site 21)

*May 2, 2018,  
Revised July 10, 2018*

*Submitted to:*

Dana Eady, Senior Planner  
Santa Barbara County  
Planning and Development  
624 W. Foster Road, Suite C  
Santa Maria, California 93455

rincon

**Rincon Consultants, Inc.**  
[www.rinconconsultants.com](http://www.rinconconsultants.com)

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**Rincon Consultants, Inc.**

209 East Victoria Street  
Santa Barbara, California 93101

805 319 4092 OFFICE AND FAX

info@rinconconsultants.com  
www.rinconconsultants.com

May 2, 2018, Revised July 10, 2018  
Project Number 18-05780

Dana Eady, Senior Planner  
Santa Barbara County Planning and Development  
624 W. Foster Road, Suite C  
Santa Maria, California 93455

**Subject: Proposal for Preparation of a Subsequent Environmental Impact Report (Subsequent EIR) for the Proposed Neighborhoods of Willow Creek & Hidden Canyon Residential Project (Key Site 21)**

Dear Ms. Eady:

**Rincon Consultants, Inc. (Rincon)** is pleased to submit this proposal to the Santa Barbara County Planning and Development Department (County) to prepare a Subsequent Environmental Impact Report (SEIR) for the Proposed Neighborhoods of Willow Creek & Hidden Canyon Residential Project (Key Site 21). We are enthusiastic about the opportunity to work with the County on this project and believe that our team is uniquely qualified for this assignment.

The team that will be assigned to this project has extensive experience preparing EIRs on a broad range of projects in Santa Barbara County and particularly-relevant experience with environmental documents that tier from programmatic EIRs, including the Orcutt Community Plan Program EIR. Our work on several high-profile EIRs for Santa Barbara County and preparation of CEQA documentation for several similar projects in the Orcutt Area, including the Rancho Maria Estates Specific Plan EIR prepared for a previous proposal on Key Site 21, gives us unique insight on the key issues for the project and the approach to the subsequent environmental analysis required. This proven track record in the project area and our experience on similar projects will be key factors in the successful accomplishment of the County's objectives for this assignment.

In addition to our technical knowledge and familiarity with the project area, the involvement of a senior principal, as well as a highly experienced project manager, ensures that the County will have access to the technical expertise needed to tackle this unique project. Our problem-solving approach to the CEQA process and familiarity with Santa Barbara County's environmental thresholds and guidelines will help to ensure that the Subsequent EIR not only fulfills all legal requirements, but also serves as a useful planning tool for both decision-makers and the community.

Rincon has teamed with **Associated Transportation Engineers (ATE)** to peer review the traffic impact analysis provided by the project applicant team.

We appreciate your consideration of Rincon for this project and would welcome the opportunity to meet with you to discuss any of the elements of this proposal in greater detail.

Sincerely,

**Rincon Consultants, Inc.**

A handwritten signature in black ink, appearing to read "CB", written over a horizontal line.

Chris Bersbach, MESM  
Technical Services Program Manager

*Environmental Scientists*

A handwritten signature in black ink, appearing to read "Richard Daulton", written over a horizontal line.

Richard Daulton, MURP  
Principal

*Planners*

*Engineers*



Santa Barbara County Planning and Development  
**Subsequent EIR for the Proposed Neighborhoods of  
Willow Creek & Hidden Canyon Residential Project (Key Site 21)**

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*Proposal*

**Santa Barbara County Planning and Development**  
 Subsequent EIR for the Proposed Neighborhoods of Willow  
 Creek & Hidden Canyon Residential Project (Key Site 21)

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Santa Barbara County Planning and Development  
**Subsequent EIR for the Proposed Neighborhoods of  
Willow Creek & Hidden Canyon Residential Project (Key Site 21)**

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# 1 Introduction

**Rincon Consultants (Rincon)** is pleased to submit this proposal to assist the Santa Barbara County Planning and Development (County) to prepare a Subsequent Environmental Impact Report (SEIR) for the Proposed Neighborhoods of Willow Creek & Hidden Canyon Residential Project (Key Site 21). We have assembled an outstanding team that brings together expertise in California Environmental Quality Act (CEQA) and each of the technical environmental areas necessary to prepare a thorough analysis and develop mitigation measures that are feasible and effective.

This proposal describes our general understanding and approach to this Subsequent EIR; our proposed methodology for each issue area; personnel and management qualifications; firm qualifications; and our proposed cost and schedule. We believe that you will find our approach highly effective in addressing the County's requirements for providing a thorough and legally defensible Subsequent EIR.

## 1.1 Project Understanding

The County of Santa Barbara will be considering a request by Frances Romero of Forma, agent for Orcutt Ranch, LLC, owner, for approval of the Neighborhoods of Willow Creek and Hidden Canyon Project located on a portion of Key Site 21 in the Orcutt Community Plan area. The proposed project includes the following requested entitlements:

1. A Specific Plan that provides for the design and regulatory framework to provide for orderly development including housing, a public trail, open space, and biological protection measures, per the provisions of the Orcutt Community Plan Development Standard DevStd KS21-1.
2. Two Vesting Tentative Tract Maps to subdivide two lots of 106.73 gross acres and 70 gross acres as follows:

Hidden Canyon – 106.73-acres	Willow Creek – 70-acres
APN 113-250-016	APN 113-250-017
56 single family lots	90 single family lots
1 open space/private roadway lot	1 open space/private roadway lot

3. Two Final Development for the development of 146 single family residences and associated infrastructure including landscaping, fencing, lighting, access ways, open space areas and onsite detention basins within the proposed Willow Creek and Hidden Canyon Tracts.
4. A Minor Conditional Use Permit is proposed for the development of a new Community Water System to serve the Hidden Canyon and Willow Creek Tracts.
5. A Minor Conditional Use Permit to permit two entrance monument signs (one for Willow Creek and one for Hidden Canyon).
6. A road naming application to name the proposed private roads within the proposed Willow Creek and Hidden Canyon Tracts in compliance with Chapter 35.76 of the County Land Use and Development Code.
7. A General Plan Amendment to relocate the proposed trail staging area from the location shown in Orcutt Community Plan Figure KS 21-1 (adjacent to Highway 1) to the project site.

### 1.1.1 Key Issues

As a tiered document, the Subsequent EIR will reference relevant analyses from the OCP Program EIR where applicable, rather than duplicating discussions. Based on the RFP, the Scoping Document prepared by the County for the project, and our understanding of the Neighborhoods of Willow Creek & Hidden Canyon Residential Project, the following key environmental issues will be addressed in detail the Subsequent EIR.

- Aesthetics/Visual Resources
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources and Tribal Cultural Resources
- Fire Protection
- Geologic Processes
- Greenhouse Gas Emissions
- Land Use
- Noise
- Public Services and Recreation
- Transportation/Circulation
- Water Resources/Flooding
- Energy

## 1.2 General Approach

The proposed project represents a subsequent action related to the OCP and corresponding Program EIR. Rincon will prepare a Subsequent EIR for the Proposed Neighborhoods of Willow Creek & Hidden Canyon Residential Project (Key Site 21). In accordance with CEQA Guidelines Section 15168 and 15180(b), a Subsequent Project EIR allows for a more exhaustive consideration of environmental effects, including cumulative effects, of proposed actions. To the extent that the OCP EIR adequately analyzed environmental impacts from the development of Key Site 21, the Subsequent EIR will rely on that analysis and/or incorporate it by reference, focusing on effects not analyzed adequately in the OCP EIR and Focused Rezone Program EIR for Key Site 3. The impacts identified in the OCP Program EIR, the Notice of Preparation (NOP) process, and the Environmental Document Scoping meeting will be utilized in determining potential impacts of the proposed project that must be analyzed in the Subsequent EIR.

Rincon understands the need to effectively become an extension of County staff for a specific project. Our management team, including our Principal-in-Charge Richard Daulton and Project Manager Chris Bersbach, has substantial experience providing CEQA services for Santa Barbara County, including EIRs tiered from the OCP Program EIR, and a history of working closely with clients to assure that expectations are met or exceeded. The fact that we offer direct involvement of principals and senior management staff in the firm ensures a high level of professionalism in achieving County objectives.

## 2 Qualifications

### 2.1 Firm Information



**Percentage of Contract:** 96.0%

**Rincon** is a multi-disciplinary environmental science, planning, and engineering consulting firm that provides quality professional services to government and industry. Rincon

prides itself on the considerable depth of its staff, which includes professional geologists, a certified engineering geologist, doctors of environmental engineering, biology, and geochemistry, wildlife biologists, certified wetland specialists and arborists, botanists, noise and air quality experts, accredited LEED professionals, and certified urban planners. Our approach to projects is centered upon the development of well-designed and creative solutions that respond to clients' specific needs in a cost-effective manner.

CEQA and NEPA is a core business area for Rincon, and our firm has provided environmental consulting services for various projects for over 23 years. Specifically in Santa Barbara County, we have been providing services since 1994. Our philosophy on all projects is to encourage early agency and public scoping, and to

develop and maintain close communication between the local lead agency, engineering consultants, and other stakeholders as appropriate, to ensure technical adequacy and timely review of required project deliverables. This approach has enabled us to identify and avoid costly and time-consuming constraints early in the environmental review process and to minimize or avoid potential conflicts with funding deadlines.

One of our key strengths is Rincon's involvement in projects from "inception to implementation," which encompasses pre-planning activities (alternative analyses, environmental constraints analysis, and technical report preparation), project analysis (CEQA/NEPA compliance, regulatory permitting), project implementation (hazards remediation, construction monitoring, stormwater compliance services), and post-construction activities (habitat restoration, mitigation). As a result, we have a full understanding of the demands of large and small-scale projects, as well as the interaction between different environmental issues and the directives of the responsible regulatory agencies.

We have categorized Rincon's land use planning and environmental planning services into six core areas: Environmental Sciences and Land Use Planning, Biological Resources, Site Assessment and Remediation, Water Resources, Cultural Resources, and Sustainability Services. We also have a GIS and Graphics Communications group to enhance our documents and support our data analyses for projects addressing issues in the six aforementioned areas. A detailed list of our services is provided on the following page.

**Legal Name:** Rincon Consultants, Inc.

**Tax ID:** 77-0390093

**Founded:** 1994

**Legal Form:** California "S" Corporation

**Professional Staff:** 220+

**Top Management:**

Michael Gialketsis, President, CEO  
John Dreher Jr., Vice President, COO  
Lacrisa Davis, Vice President, CFO  
Richard Daulton, MURP, Vice President, Corporate Secretary

**California Offices:** 11 (Santa Barbara, Ventura, San Luis Obispo, Monterey, Santa Cruz, Oakland, Sacramento, Fresno, Los Angeles, Redlands, Carlsbad)

**Website:** [www.rinconconsultants.com](http://www.rinconconsultants.com)

Santa Barbara County Planning and Development  
**Subsequent EIR for the Proposed Neighborhoods of  
 Willow Creek & Hidden Canyon Residential Project (Key Site 21)**

<b>Services</b>	
<b>Environmental and Land Use Planning</b>	
<ul style="list-style-type: none"> <li>▫ CEQA Compliance: EIRs, ISs, Categorical Exemptions, EIRs, Addendums, MMRPs</li> <li>▫ NEPA Compliance: EISs, EAs, FONSI</li> <li>▫ Planning Services: General Plans, Specific Plans, and Neighborhood, Community, and Area Plans</li> <li>▫ Community Involvement Programs</li> </ul>	<ul style="list-style-type: none"> <li>▫ Energy and Water Infrastructure: Corridor Studies, Utility Alignments, Constraints Analyses</li> <li>▫ Noise Studies, including Bio-Acoustic Evaluation</li> <li>▫ Air Quality Analysis</li> <li>▫ Recreation and Open Space Planning</li> <li>▫ Grant Application Assistance</li> </ul>
<b>Biological Resources Assessment and Regulatory Compliance</b>	
<ul style="list-style-type: none"> <li>▫ Baseline Biological Resources Inventories and Vegetation Mapping</li> <li>▫ Biological Resources Effects/Impacts Analyses: Biological Assessments (BA), Biological Evaluations, Natural Environment Studies (NES)</li> <li>▫ Rare, Threatened, and Endangered Plant and Wildlife Species Surveys</li> <li>▫ Nesting Bird Surveys</li> <li>▫ Jurisdictional Delineations: U.S. Army Corp of Engineers (USACE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), U.S. Fish and Wildlife Service (USFWS), and California Coastal Commission (CCC) Methodologies</li> <li>▫ California Rapid Assessment Method for Wetlands</li> <li>▫ Biological Construction and Mitigation Monitoring</li> <li>▫ Tree Inventory, Health Assessment, Risk Assessment, and Tree Protection Plans</li> </ul>	<ul style="list-style-type: none"> <li>▫ Certified Arborist Tree Surveys and Impacts Assessments</li> <li>▫ Regulatory Compliance, Mitigation, and Conservation Planning</li> <li>▫ Regulatory Permitting: USACE Clean Water Act (CWA) Section 404, RWQCB CWA Section 401, CDFW Fish and Game Code Section 1602, CCC California Coastal Act Section 30233</li> <li>▫ Federal Endangered Species Act Section 7 Consultations and Section 10 Habitat Conservation Plans</li> <li>▫ California Endangered Species Act Section 2081 Permits/Memorandum of Understandings (MOUs) and Natural Community Conservation Plans</li> <li>▫ Wetland, Riparian, and Upland Habitat Revegetation and Restoration Planning</li> <li>▫ Eelgrass and Caulerpa Surveys, Essential Fish and Habitat Analysis, Fisheries and Aquatic Ecology</li> </ul>
<b>Cultural Resources</b>	
<ul style="list-style-type: none"> <li>▫ Literature Reviews/Records Searches/Archival Research</li> <li>▫ Native American Consultation</li> <li>▫ Cultural Resource Surveys</li> <li>▫ California Register of Historical Resources (CRHR) and National Register of Historic Places (NRHP) Eligibility Evaluations: Archaeological Site Testing, Historic Built Environment Resource Evaluation, Traditional Cultural Property (TCP) Evaluation</li> <li>▫ Archaeological Data Recovery Programs</li> <li>▫ Native American Monitor Training Programs</li> </ul>	<ul style="list-style-type: none"> <li>▫ Section 106 Consultation</li> <li>▫ Memoranda of Agreement (MOA)</li> <li>▫ Findings of Effects</li> <li>▫ State Historic Preservation Officer (SHPO) Consultation</li> <li>▫ Historic Preservation Plans</li> <li>▫ Cultural Resources Management Plans</li> <li>▫ Third Party Peer Review</li> <li>▫ Phase I, II, and III Paleontological Resources Analysis</li> <li>▫ Archeological and Native American Monitoring</li> </ul>
<b>Environmental Site Assessment and Remediation</b>	
<ul style="list-style-type: none"> <li>▫ Phase I and II Environmental Site Assessments (ESA)</li> <li>▫ Hazardous Waste Characterization</li> <li>▫ Site Remediation: Planning, Design, and Construction</li> <li>▫ Site Monitoring: Groundwater, Air, Soil Vapor Monitoring</li> <li>▫ Underground Storage Tank Removal and Investigation</li> <li>▫ Health Risk Assessments</li> </ul>	<ul style="list-style-type: none"> <li>▫ Environmental Construction/Grading Monitoring</li> <li>▫ Methane Soil Gas Testing</li> <li>▫ Spill Prevention Control and Countermeasure (SPCC) Plan</li> <li>▫ Transaction Screens</li> <li>▫ Asbestos/Lead Based Paint Testing</li> <li>▫ Geological and Seismic Studies</li> </ul>
<b>Water Resources</b>	
<ul style="list-style-type: none"> <li>▫ Water Supply Assessments (WSA)</li> <li>▫ Storm Water Pollution Prevention Plans (SWPPP)</li> <li>▫ Storm Water Management and Compliance Monitoring</li> </ul>	<ul style="list-style-type: none"> <li>▫ Water Rights Permitting</li> <li>▫ Watershed Management and Planning</li> </ul>
<b>Sustainability Services</b>	
<ul style="list-style-type: none"> <li>▫ Climate Action Plans</li> <li>▫ Greenhouse Gas Emissions (GHG) Inventories</li> <li>▫ Assembly Bill (AB) 32 GHG/Gas Offset Verification</li> <li>▫ Green Building Analysis - LEED® and Build It Green™</li> <li>▫ Solar Energy Expertise and CEQA Compliance for Solar Facilities</li> <li>▫ Energy Action Plans</li> </ul>	<ul style="list-style-type: none"> <li>▫ Grant Writing for Sustainability and Climate Action Planning</li> <li>▫ Strategic Growth Council Prop 84 Sustainable Community Planning Grants Projects</li> <li>▫ Comprehensive Public Engagement and Outreach Programs</li> <li>▫ ASHRAE Level 1 and 2 Energy Audit</li> </ul>

### 2.1.1 Management Techniques

Rincon employs a creative, problem-solving approach to environmental impact evaluations and the environmental review process. For each assigned project, Rincon will work with Planning and Development staff to evaluate each project and establish a work plan for environmental review. This will include comprehensive review of applicable background documents, ongoing scopes of work, and future program plans. Our general approach to project management and task execution for projects that may arise under this contract is provided below.

The following tasks apply to all of the work products described above.

- **Project Meetings and Public Hearings:** Rincon will attend meetings with County staff and other County departments as necessary, and will be prepared to attend public meetings and hearings, as required. The types and number of meetings and/or public hearing will be determined based on each specific project's needs.
- **Project Management and Quality Control:** Rincon will provide general project management to organize project team, assign and control work, and report progress to the County. This includes: coordinating and managing tasks, preparing monthly invoices in accordance with County procedures, maintaining consistent communication with County staff, and conducting Quality Assurance/Quality Control (QA/QC) procedures. A discipline-appropriate Rincon senior professional will serve as project manager for the environmental review process, and will be responsible for the technical accuracy and adequacy of subconsultant work products, if any, including their findings, recommendations, and conclusions. If necessary, subconsultants will be available for meetings with County staff and public presentations or discussions, to support their analysis. The assigned Rincon project manager will provide the County with regular progress and budget reports that describe the status of project tasks.
- **Document Production:** Rincon will provide document control, including all technical editing, formatting, printing, reproduction, collating and binding of draft and final documents, including all appendices and executive summaries.

## 2.2 Project Experience



### **Orcutt Key Site 30 (Bradley Village) Subsequent EIR**

Client: John Zorovich, Supervising Planner  
 Santa Barbara County  
 Planning and Development Division  
 805-934-6297

Rincon, including the management team of Richard Daulton as Principal-in-Charge, and Chris Bersbach as Project Manager, recently assisted the County of Santa Barbara with the preparation of a Subsequent EIR for the Bradley Village (Orcutt Key Site 30) Project. The 79-

acre project site is located in the Orcutt Community Plan area in unincorporated Santa Barbara County. The proposed project involved applications for a Comprehensive Plan Amendment, Rezone, Tentative Tract Map, and two Final Development Plan entitlements to develop 69 single-family homes and a 3-acre recreation/dog park. Portions of the site fall under the Santa Maria Airport flight boundary restricted zone and are not available for development. Environmental impacts were considered with the site's close proximity to the airport and previous agricultural uses in mind; these include hazards, air quality, aesthetics, and hydrology.

Santa Barbara County Planning and Development  
**Subsequent EIR for the Proposed Neighborhoods of  
Willow Creek & Hidden Canyon Residential Project (Key Site 21)**

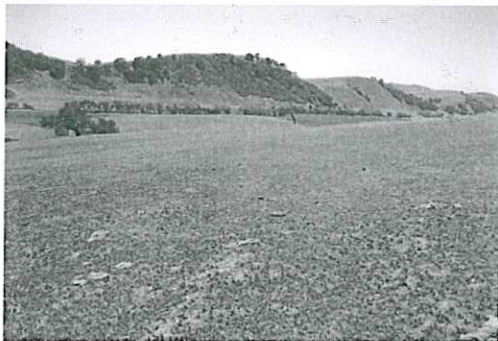


**Orcutt Key Site 3 Subsequent EIR**

Client: John Zorovich, Supervising Planner  
Santa Barbara County  
Planning and Development Division  
805-934-6297

Rincon, including the management team of Richard Daulton as Principal-in-Charge, and Chris Bersbach as Project Manager, prepared an SEIR for the County of Santa Barbara that studies the proposed Orcutt Key Site 3 Project. The project included consideration of

a Comprehensive Plan Amendment, Rezone, Vesting Tentative Tract Map, and Development Plan entitlements for 125 single-family residential units on a 139-acre site located in the Orcutt Community Plan area. The EIR is tiered from the previously prepared Orcutt Community Plan EIR since the project could potentially result in new or more severe environmental impacts to the area. As the site was previously undeveloped and consisted of mainly grazing land, Rincon examined the potential effects the project would have on agricultural resources, aesthetics, biological resources, water resources, and public services. Other issues examined in the EIR included transportation, health hazards due to vehicle emissions, and noise.



**Rancho La Laguna EIR**

Client: John Zorovich, Supervising Planner  
Santa Barbara County  
Planning and Development Division  
805-934-6297

Rincon, including the management team of Richard Daulton as Principal-in-Charge, and Chris Bersbach as Project Manager, assisted the County of Santa Barbara with the preparation of an EIR for the Rancho La Laguna Project. The 3,951-acre project site is located in

rural central Santa Barbara County, and involves a Tentative Tract Map application to subdivide the subject property into 13 parcels ranging in size from 160 acres to 605 acres and designation of a residential development envelope on each of the 13 proposed parcels. The project also proposes extensive infrastructural improvements on the site, including a network of access roadways and driveways, and underground utility alignments. The site is primarily used as grazing land, but approximately 563 acres are in crop production. Environmental impacts are being assessed with particular emphases on the site's ongoing agricultural uses and habitat value. Rincon provided peer review for several technical reports prepared by the project applicant in support of the project, incorporating existing information to the EIR where appropriate and providing independent analysis where necessary.



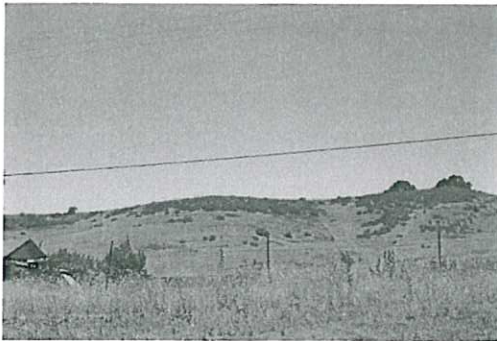


#### **Del Webb at San Juan Oaks Specific Plan Subsequent EIR**

**Client:** Byron Turner, former Assistant Planning Director (*currently with Lake County Community Development Planning Division*)  
Santa Benito County  
707-263-2221

Rincon prepared a Subsequent EIR for the Del Webb at San Juan Oaks Specific Plan. The 1,993-acre project area is in unincorporated San Benito County,

approximately 3 miles south of Hollister, and 1.5 miles south of Highway 156. Approximately 237 acres of the project area consisted of an 18-hole golf course, clubhouse, and supporting structures. The remaining, approximately 1,756 acres were used for agricultural activities and largely consisted of rangeland for cattle grazing. Rincon prepared a previous EIR for the project area (San Juan Oaks Golf Club EIR - State Clearinghouse No. 2002101031). This approved project allowed for the development of 156 market rate residential units, 30 affordable units, a resort hotel, a village commercial site, a park, open space, another 18-hole golf course, and a 9-hole golf course. The environmental document for the San Juan Oaks Specific Plan project was a Subsequent EIR that tiered off the San Juan Oaks Golf Club EIR and provided for the construction of a golf-course oriented master planned community, including a 1,017-unit "active-adult community" with an amenity center and open space areas; 67 non-age restricted (market rate) single-family residential units; a 200-room resort hotel; up to 65,000 square feet of commercial development, and an approximately 4-acre assisted living/skilled nursing/memory care facility with up to 100 beds. Key issues for the EIR included agricultural resources, biological resources, water supply, and geologic hazards. In addition to preparing the original and subsequent EIRs, Rincon assisted County staff with processing the application.



#### **Meritage Senior Center Subsequent EIR**

**Client:** Marc Bierdzinski, City Manager/  
Planning Director  
City of Buellton, Planning Department  
805-686-0137

Rincon recently assisted the City of Buellton with the preparation of a Subsequent EIR for the Meritage Senior Living Project. The 18-acre project site is located at the north end of the incorporated limit of the City of Buellton. The proposed project involved a Tentative

Tract Map and Conditional Use Permit entitlements to subdivide the two existing parcels that constitute the project site into six parcels for the development of a new 247-unit senior care facility, including independent and assisted living units, memory units, a skilled nursing building, a restaurant and dining facility, pool and health center. Portions of the site are currently used for grazing and farming. The Subsequent EIR examined issues related to the site's close proximity to U.S. 101 and history of agricultural use; these included air quality, noise, aesthetics, and agricultural resources. In addition to the Subsequent EIR, Rincon also prepared a Health Risk Assessment Report to address potential health hazards to future senior residents related due to vehicle emissions along U.S. 101.



**Heritage Ridge Residential Project EIR**

Client: Lisa Prasse, Planning Manager  
City of Goleta  
805-961-7542

Rincon is finalizing the EIR for the proposed Heritage Ridge Residential Project. Rincon is providing expertise in CEQA and each of the relevant technical and procedural areas. The proposed project involves the development of two housing concepts and a neighborhood park on a vacant, 16.2-acre site located

north of Calle Koral and west of S. Los Carneros Road. One component of the development would be a seniors (62 years and older) housing project totaling 132 units in two buildings and the second component would be 228 units of workforce housing (housing that is intended to be occupied by households whose head is in the workforce) in six buildings. Preparation of the EIR has involved multiple disciplines within Rincon. It included an analysis of the potential environmental impacts under each mandated environmental issue area and a detailed description of our technical approach to each environmental issue. Rincon utilized the expertise of its in-house staff and its sub-consultants to provide the baseline technical documentation and analysis necessary to analyze the project's potential impacts. Key issues of concern for the project include aesthetics, biological and cultural resources, traffic, noise, and hazards.



**San Luis Ranch EIR**

Client: Doug Davidson, Deputy Director  
City of San Luis Obispo  
805-781-7177

Rincon prepared an EIR for the San Luis Ranch Project, which consists of a Specific Plan, General Plan Amendment, and Development Plan for a 131-acre project site, including annexation of the site into the City of San Luis Obispo. This major project includes a mixture of residential, commercial, office, and hotel

uses, with a portion of the site preserved for agriculture and open space uses. Key issues being evaluated include: Agricultural Resources, Air Quality, Biological Resources, Cultural Resources, Greenhouse Gas Emissions, Hydrology, Noise, and Traffic, including impacts to U.S. 101.

## 2.3 Technical Subconsultant - ATE

### 2.3.1 Firm Information



**Percentage of Contract:** 4.0%

To augment Rincon's in-house expertise, we have retained **Associated Transportation Engineers, Incorporated (ATE)** to assist with transportation planning.

ATE is a full service engineering consulting firm specializing in traffic engineering, transportation planning, traffic signal design, parking and Caltrans processing. Established in 1978, ATE has completed a wide variety of projects for clients located throughout California and the western United States. ATE has worked for both public sector and private sector clients, including city, county, state and federal agencies; and environmental and planning consulting firms, architects, attorneys, engineers, private development interests, and major commercial corporations.

The ATE team provides a highly skilled group of transportation planning and traffic engineering staff that has extensive experience within the Santa Barbara area. ATE's has completed numerous traffic engineering projects and transportation planning studies within the County of Santa Barbara. ATE's staff is well versed in the County's current policies and standards as they relate to transportation planning, traffic engineering and environmental impact assessment. ATE has earned a reputation for creative problem solving through a team-oriented, consensus building approach. ATE staff has developed solid working relationships with city, county, and agency staff throughout the state, and have worked extensively with personnel in the 12 Caltrans districts statewide. ATE has demonstrated the capability of developing innovative solutions and providing quality services at competitive costs. ATE has also established a solid record of completing projects on time and within budget.

**Contact:** Dan Dawson, Supervising Transportation Planner  
 Associated Transportation Engineers  
 100 North Hope Avenue, Suite 4  
 Santa Barbara, California, 93110  
 805-687-4418  
[DDawson@atesb.com](mailto:DDawson@atesb.com)

**Legal Name:** Associated Transportation Engineers, Incorporated (ATE)

**Tax ID:** 95-3780888

**Founded:** 1978

**Legal Form:** California "S" Corporation

**Professional Staff:** 6

**Top Management:**

Richard L. Pool, President

Scott A. Schell, Vice President

**California Offices:** 1 (Santa Barbara)

**Website:** [www.atesb.com](http://www.atesb.com)

## 2.3.2 Project Experience

### **Orcutt Community Plan EIR**

Client: Will Robertson  
Santa Barbara County  
805-729-8785

ATE prepared a traffic and circulation study for the Orcutt Community Plan EIR. The analysis quantified existing traffic conditions within the Orcutt area based on roadway and intersection traffic volume data collected for the study. The study evaluated the traffic impacts related to the development of General Plan buildout including several “Key Sites” identified in the plan. A more detailed “Key Site” analysis was completed to evaluate the project-specific traffic impacts of a selected number sites. The study for the community plan included recommendations for vehicular, bicycle, and pedestrian improvements in the community. The traffic analysis was used by the County to prepare the EIR for the Community Plan.

### **Key Site 2 Traffic Study**

Client: Will Robertson  
Santa Barbara County  
805-729-8785

ATE prepared a detailed traffic and circulation study for the Key Site 2 Project located on Clark Avenue just west of US 101. The project included development of commercial uses (grocery store, commercial/retail space, and a service station with convenience market, and a car wash). Access to the site is proposed via two driveway connections to Clark Avenue as well as a future access connection to the proposed commercial site located between the project site and Stillwell Road. The study evaluated existing and future roadway and intersection levels of service and determined the project’s transportation impacts based on the County’s adopted thresholds of significance. A cumulative analysis was also completed to evaluate the potential traffic impacts related to approved and pending projects located in the study area. The study identified mitigation measures and transportation improvements required to accommodate project traffic and cumulative traffic on the study-area transportation network. The traffic analysis was used to prepare the project EIR.

### **Key Site 30 Traffic Study**

Client: Will Robertson  
Santa Barbara County  
805-729-8785

ATE prepared a detailed traffic and circulation study for the Key Site 30 Project located on South Bradley Road in Orcutt. The project included 69 single family residential lots plus open space/park amenities. The study evaluated existing and future roadway and intersection levels of service and determined the project’s transportation impacts based on the County’s adopted thresholds of significance. A cumulative analysis was also completed to evaluate the potential traffic impacts related to approved and pending projects located in the study area. The study identified mitigation measures and transportation improvements required to accommodate project traffic and cumulative traffic on the study-area transportation network. The traffic analysis was used to prepare the project EIR.

### 3 Personnel

#### 3.1 Management Team

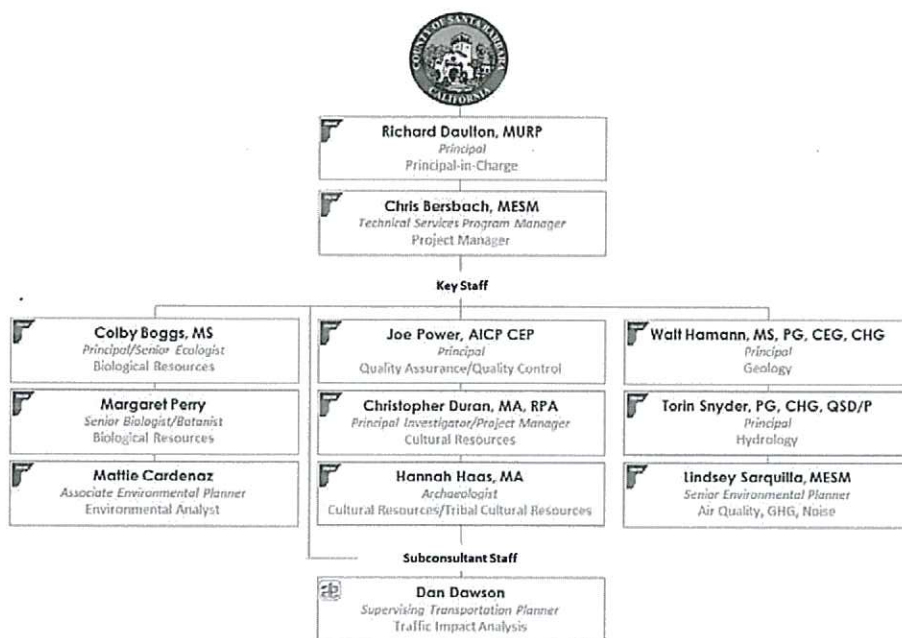
Rincon has assembled a team of experienced professionals to provide professional consulting services for the County. Leading the team will be **Principal-in-Charge, Richard Daulton, MURP**. He has over 20 years of experience directing urban planning projects, including CEQA and technical environmental analyses. Rincon’s **Project Manager, Chris Bersbach, MESM**, has 12 years of experience in CEQA analysis and project management. Mr. Bersbach will be in charge of day-to-day oversight and will serve as the County’s primary contact.

#### 3.2 Assignment of Key Personnel

Rincon will provide the County with a team of professional planners and expert CEQA practitioners with a proven track record of success in processing a wide variety of project types throughout California. Rincon will use this particular team of consultants to conduct the technical analyses and author the EIR sections, as an extension of and under the direction of County staff. The work will not be delegated to other Rincon employees without prior approval from County staff. This particular EIR team has extensive experience working directly for cities and counties in California and in the County of Santa Barbara in particular. In addition, they have extensive experience and technical expertise in the preparation of CEQA documents and conducting the technical analysis that is required in order to enable fact-based, legally defensible decision making.

#### 3.3 Organizational Chart

Illustrated below is the composition of our team and brief resumes are included on the following pages.



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**Richard Daulton, MURP, Principal**

Education: MURP, Urban and Regional Planning, University of California, Irvine

BA, Economics, University of California, San Diego

Role: Principal-in-Charge/Contract Administrator

Mr. Daulton is a Principal in Rincon Consultants' Environmental Sciences Planning and Sustainability Group and the Operations Manager of Rincon's San Luis Obispo office. Mr. Daulton oversees planning and environmental projects in the California central coast region. He has over 20 years of experience in the planning profession with an emphasis on environmental planning. His planning skills are supported by a strong background in

technical environmental and economic analysis. Select project experience is provided below.

- Santa Barbara County - Orcutt Key Site 30 (Bradley Village) Subsequent EIR
- Santa Barbara County - Orcutt Key Site 3 Subsequent EIR
- Santa Barbara County - Rancho La Laguna EIR
- Santa Barbara County - Santa Ynez Valley Community Plan EIR
- Santa Barbara County - Housing Element Rezone Program EIR
- Santa Barbara County - U.S. 101/Clark Avenue Interchange Improvements PEAR and IS-MND
- City of Goleta - Heritage Ridge Residential Project EIR
- City of Buellton - Meritage Senior Living Project SEIR
- City of Buellton - Flying Flags Residential Project EIR
- City of Buellton - General Plan Update and EIR
- City of Lompoc - General Plan Update and EIR
- City of Santa Maria - Area 9 Specific Plan EIR
- City of San Luis Obispo - San Luis Ranch Specific Plan EIR
- San Benito County - Del Webb at San Juan Oaks Specific Plan Subsequent EIR



**Chris Bersbach, MESM, Technical Services Program Manager**

Education: MESM, Conservation Planning, Bren School of Environmental Science and Management, University of California, Santa Barbara

BA, Psychology, Brandeis University

Role: Project Manager

As a Senior Planner and Technical Services Program Manager for Rincon's Environmental Sciences and Planning group, Chris Bersbach is responsible for managing and preparing CEQA and NEPA documentation; impact analysis and environmental regulation; and overseeing technical air quality, greenhouse gas emissions, and noise impact analyses. His

experience includes a wide range of technical environmental and planning studies involving land and infrastructure development, urban redevelopment, general plans and specific plans, solar power facilities, oil extraction and refining facilities, landfills, climate action plans, and other long-range planning documents. Select project experience is provided below.

- Santa Barbara County - Orcutt Key Site 30 (Bradley Village) Subsequent EIR
- Santa Barbara County - Orcutt Key Site 3 Subsequent EIR
- Santa Barbara County - Rancho La Laguna EIR
- Santa Barbara County - Santa Ynez Valley Community Plan EIR
- Santa Barbara County - U.S. 101/Clark Avenue Interchange Improvements PEAR

- University of California Santa Barbara - San Joaquin Apartments and Precinct Improvements Project EIR
- City of Goleta - Heritage Ridge Residential Project EIR
- City of Buellton - Meritage Senior Living Project SEIR
- City of Santa Maria - Area 9 Specific Plan EIR
- City of San Luis Obispo - San Luis Ranch Specific Plan EIR
- City of Carpinteria - Albertsons Expansion Project EIR
- San Benito County - Del Webb at San Juan Oaks Specific Plan Subsequent EIR



**Joe Power, AICP CEP, Senior Principal**

Education: MA, Architecture and Urban Planning, Graduate School of Architecture and Urban Planning, University of California, Los Angeles

BA, Urban & Economic Geography, University of Georgia

Certification: American Institute of Certified Planners, Certified Environmental Planner

Role: Quality Assurance/Quality Control

Mr. Power is a Principal and Planning Manager with Rincon Consultants. He has over 25 years of experience in the planning field and has managed or primarily authored successful planning and environmental and planning studies on projects ranging from affordable housing to urban redevelopment to citywide transportation systems. Mr. Power has prepared numerous CEQA and NEPA environmental documents and is an expert in interpreting state and federal planning and environmental law, as well as in developing environmental documentation that is informative, readable, and legally defensible. He has prepared specialized technical reports on a range of planning and environmental topics, including noise, air quality, greenhouse gases, sustainability, and water supply. Mr. Power is a skilled public presenter and moderator, having facilitated public workshops for various General Plan Elements and EIRs, and conducted professional presentations at both the California and National American Planning Association conferences. Select project experience is provided below.

- Santa Barbara County - Rancho Maria Estates Specific Plan EIR
- Santa Barbara County - Westmont College Master Plan SEIR
- Santa Barbara County - North County Jail Staged EIR
- City of Goleta - Heritage Ridge Residential Project EIR
- City of Goleta - Old Town Village Mixed Use Project
- Chambers Group - Goleta Beach Master Plan EIR
- City of Carpinteria - Lagunitas Mixed Use Development EIR
- Carpinteria Sanitary District - Bluffs Sewer Relocation Project IS-MND
- City of Carpinteria - Albertsons Expansion Project EIR
- Psomas - Santa Barbara County Association of Governments Regional Transportation Plan EIR

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**Colby Boggs, MS, Principal/Senior Ecologist**

Education: MS, Botany, California State University, Chico  
BS, Ecology and Evolution, University of California, Santa Barbara

Role: Biological Resources

Mr. Boggs has over 18 years of experience as an environmental consultant and biological researcher and educator with an emphasis on assessments of biological and wetlands resources, plant and wetland ecology, biological survey design, ecological restoration, conservation planning, and regulatory permitting. He has extensive knowledge of California's flora and fauna, and associated vegetation communities and habitat types. He also

has a working knowledge of federal and state regulations pertaining to biological, wetlands, streams and other natural resources, including CEQA, NEPA, CESA, FESA, California Porter-Cologne Water Quality Control Act, FWA, Federal Rivers and Harbors Act, and California Fish and Game Code. Select project experience is provided below.

- Santa Barbara County - Orcutt Key Site 30 (Bradley Village) Subsequent EIR
- Santa Barbara County - Orcutt Key Site 3 Subsequent EIR
- Santa Barbara County - Rancho La Laguna EIR
- Santa Barbara County - U.S. 101/Clark Avenue Interchange Improvements PEAR and IS-MND
- City of Goleta - Heritage Ridge Residential Project EIR
- City of Santa Barbara - Biological Assessment, Technical Studies, and Regulatory Permitting for the Goleta Slough Mouth Management Project
- Santa Barbara County - Lower Mission Creek Flood Control Project Biological Surveys, Construction Monitoring and Reporting, and Restoration Plan Development and Monitoring
- City of San Luis Obispo – San Luis Ranch Specific Plan EIR
- City of Goleta - Biological Resources Analysis for the Ellwood Mesa Community Wildlife Protection Plan and Monarch Butterfly Habitat Management Plan EIR
- City of Santa Maria - Open Space Management Plan, Biological Studies, Regulatory Permitting, and Wetland Mitigation and Monitoring Plan (including CRAM) for the Los Flores Integrated Solid Waste Facility



**Margaret Perry, Senior Biologist/Botanist**

Education: BS, Soil Science, California Polytechnic State University, San Luis Obispo

Role: Biological Resources

Ms. Perry is a Senior Biologist/Botanist with Rincon Consultants, Inc. She has over twelve years of professional experience providing biological resources services, and has developed an emphasis in botany and wetland science. She has provided expertise on floristic surveys ranging from small sites to landscape-scale surveys in a variety of California landscapes. Ms. Perry has extensive experience completing successful rare plant surveys, and has demonstrated her ability to identify and classify rare vegetation

types according to the Manual of California Vegetation, 2nd edition, and current VegCamp rankings of vegetation types that occur in California. She has experience working with special-status wildlife species, and has been authorized as a monitor and authorized biologist/ designated biologist on several projects' biological opinions/2081 permits. Ms. Perry regularly prepares technical reports, assists with preparation of permit applications, and has several years of experience with the



implementation of biological resource mitigation measures required in CEQA documents and regulatory permits. Ms. Perry also has experience with preparation of CEQA documents, and has assisted with preparation of multiple Environmental Impact Reports (EIRs). Select project experience is provided below.

- Santa Barbara County - Orcutt Key Site 30 (Bradley Village) Subsequent EIR
- Santa Barbara County - U.S. 101/Clark Avenue Interchange Improvements PEAR and IS-MND
- Santa Barbara County - Hollister Avenue Widening Project Jurisdictional Delineation
- City of San Luis Obispo – San Luis Ranch Specific Plan EIR
- San Benito County - Del Webb at San Juan Oaks Specific Plan Subsequent EIR
- Santa Barbara County - Los Flores Ranch Landfill Project, Baseline Vegetation Surveys
- Quatal Canyon Project Botanical Survey and SJKF Early Evaluation, Santa Barbara County
- Plains Line 903 Biological Resources Assessment and Regulatory Permitting, Santa Barbara County
- Oak Hills Estates Biological Resource Assessment, Santa Barbara County



**Christopher Duran, MA, RPA, Principal Investigator/Project Manager**

Education: MA, Anthropology, Northern Arizona University  
 BS, Anthropology-Cultural Resources Management,  
 California State Polytechnic University, Pomona

Registration: Registered Professional Archaeologist (ID# 415730)

Role: Cultural Resources

Mr. Duran has more than nine years of professional experience in cultural resources management. He has conducted numerous cultural resources investigations in support of CEQA and Section 106 of the National Historic Preservation Act in southern California. Mr. Duran's experience includes Phase I, II, and III investigations, cultural resources monitoring studies, tribal consultation, AB 52 consultation assistance, SB 18 consultation assistance, and third-party reviews. Mr. Duran also has extensive recent experience consulting with southern California tribes concerning the mitigation of cultural resources identified during field investigations and has authored a variety of cultural resources studies. Selected project experience is listed below.

- Santa Barbara County - Orcutt Key Site 30 (Bradley Village) Subsequent EIR
- Santa Barbara County - Rancho La Laguna EIR
- Santa Barbara County - U.S. 101/Clark Avenue Interchange Improvements PEAR and IS-MND
- City of Goleta - Heritage Ridge Residential Project EIR
- Santa Barbara Desalination Plant Archaeological Monitoring, Santa Barbara
- City of San Luis Obispo – San Luis Ranch Specific Plan EIR
- Cuyama Solar Development, New Cuyama, Santa Barbara County
- Line 122 Storage Facility Cultural Resources Monitoring Project, Santa Barbara County
- San Benito County - Del Webb at San Juan Oaks Specific Plan Subsequent EIR

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**Hannah Haas, MA, Archaeologist**

Education: MA, Anthropology, San Diego State University  
BA, Anthropology, University of California, Santa Barbara

Role: Cultural Resources/Tribal Cultural Resources

Ms. Haas' responsibilities include performing archaeological and cultural resources survey and testing and the preparation of technical reports. She gained her initial experience from extensive work with leading archaeologists during her time at University of California, Santa Barbara. While there, she worked very closely with professors, participating in field school and laboratory analysis and assisting in research. In her last year, she designed and completed an award-winning research project. She graduated in three years at the top of her class. Ms. Haas uses her academic experience and training in order to ensure that all archaeological and cultural components of projects are satisfactorily conducted. Select project experience is provided below.

- Santa Barbara County - U.S. 101/Clark Avenue Interchange Improvements PEAR and IS-MND
- Santa Barbara County - Hollister Avenue-State Street Improvements Project EIR-EA
- City of Lompoc - Summit View Homes EIR Project Phase I Cultural Resources Survey
- City of Lompoc - Santa Ynez Riverbank Stabilization Project
- Psomas Engineering - State Route 1/State Route 166 Intersection Widening and Improvements Project, Santa Barbara County
- Psomas Engineering - State Route 166 and Black Road Improvements Project, Santa Barbara County
- City of Santa Maria - Oakley Park Rejuvenation Project
- MNS Engineers - Los Flores Communications Project, Santa Barbara County



**Walt Hamann, MS, PG, CEG, CHG, QSP/QSD, Principal**

Education: MS, Geology, University of California, Los Angeles  
BA, Geological Sciences, University of California, Santa Barbara

Registrations/Certifications: Professional Geologist, California (#4742)  
Certified Engineering Geologist, California (#1635)  
Certified Hydrogeologist, California (#208)  
Qualified SWPPP Developer and Qualified SWPPP Practitioner (#22181)

Role: Geology

Mr. Hamann is a founding partner and the principal environmental geologist at Rincon. He serves as project manager through all phases of a project, including proposal development, client contact, staff supervision, final report preparation and review, and budget management. His extensive experience includes assessment and remediation of contaminated sites, chlorinated solvent remediation design and implementation, all aspects of underground storage tank assessment and remediation, modeling for seismic risk and ground shaking, fault rupture potential, and Phase I site assessments. He has served as an expert witness for numerous cases involving hazardous waste sites. Selected project experience is listed below.

- City of Goleta - Heritage Ridge Residential Project EIR
- Santa Barbara County - U.S. 101/Clark Avenue Interchange Improvements PEAR
- Los Angeles County Community Development Commission - Phase I and II Environmental Site Assessments

- Port of Los Angeles - As-Needed Environmental Site Assessment Services
- San Francisco Mayor's Office of Housing and Community Development - Phase I and Phase II Environmental Site Assessments
- City of Los Angeles Housing Department - Phase I Environmental Site Assessments
- Santa Clara County Housing Authority - Environmental Hazards Consulting Services
- City of Los Angeles Recreation and Parks - Phase I and II Environmental Site Assessments
- City of Santa Ana - Hazards Consulting Services



**Torin Snyder, PG, CHG, QSD/P, CPSS, Senior Hydrogeologist**

Education: BS, Soil Science, California Polytechnic State University, San Luis Obispo

Registration/Certifications: Professional Geologist, California (#8663)  
 Certified Hydrogeologist, California (#950)  
 Qualified SWPPP Developer/Practitioner Trainer of Record  
 Qualified SWPPP Developer/Practitioner (#649)  
 Certified Professional Soil Scientist, SSSA (#28222)  
 40 Hour HAZWOPER Certification

Role: Hydrology

Ms. Snyder is a professional geologist with over 16 years of experience, which includes working in a variety of geological conditions throughout California. His scientific knowledge of geology and experience in the earth science industry enables him to prepare useful hydrogeological research, accurate environmental assessments, and appropriate approaches for remediation. He has conducted environmental site assessments, groundwater monitoring, fault and landslide investigations, groundwater resource studies, geological mapping, and geotechnical investigations. Selected project experience is listed below.

- San Luis Obispo County - Los Osos Baseline Groundwater Monitoring and Reporting
- City of Malibu - Basin Wide Surface Water and Groundwater Monitoring and Reporting
- Sage Park Apartments - Soil Assessment, Los Angeles
- Beverley Crest Cleaners - Soil and Groundwater Assessment/Remediation, Los Angeles
- Johnson Avenue Sewer Relief and Consolidation Project Hazards Analysis
- Sher Lane Retail Center - Soil and Groundwater Assessment/Remediation, Huntington Beach
- Former Mercury Cleaners - Soil and Groundwater Assessment/Remediation, Lake Forest
- Top Hat Cleaners - Soil and Groundwater Assessment, Los Angeles
- Former Hughes Airport - Soil and Groundwater Assessment, Playa Vista
- K-20 Mini Mart - Soil and Groundwater Assessment, Lancaster



**Lindsey Sarquilla, MESM, Senior Environmental Planner**

Education: MESM, Bren School of Environmental Science & Management, University of California, Santa Barbara  
 BA, Environmental Studies, Brandeis University

Role: Noise, Air Quality, GHG

Ms. Sarquilla is a Senior Environmental Planner within Rincon's Environmental and Land Use Planning Group in the Santa Barbara office. In this capacity, Ms. Sarquilla is responsible for planning research assignments, conducting and reviewing CEQA and NEPA environmental assessments including, noise and air modeling, land use studies, public services/utilities analyses, aesthetics evaluations, and other topics, and managing assignments within local planning agency offices. She is an experienced technical writer and has prepared

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environmental documents for a diverse range of projects including specific plans and redevelopment projects. She has prepared Environmental Impact Reports, Technical Reports, Initial Studies, and Notices of Preparation. Ms. Sarquilla has experience with technical work includes noise studies, health risk assessments, air quality studies, photometric studies, and greenhouse gas emissions studies. Selected project experience is listed below.

- Santa Barbara County - Hollister Avenue-State Street Improvements Project EIR-EA
- Santa Barbara County Air Pollution Control District - Environmental Document CEQA Assistance Open Services
- City of Buellton Air Quality, Greenhouse Gas Emissions, and Noise Technical Studies:
  - Live Oak Lanes IS-MND
  - The Hub Project IS-MND
  - The Network Project
  - The Commons at Zaca Creek IS-MND
  - Avenue of Flags Specific Plan
- City of Carpinteria - 4610 Fourth Street Condominium Project Noise Study



**Mattie Cardenaz, Associate Environmental Planner**

Education: BS, Environmental Management and Protection,  
concentration: Ecology and Habitat Management California  
Polytechnic State University, San Luis Obispo

Role: Environmental Analyst

Ms. Cardenaz is an Associate Environmental Planner within Rincon's Environmental Sciences, Planning, and Sustainability Group in the San Luis Obispo office. Ms. Cardenaz is responsible for preparing and assisting with CEQA and NEPA documentation and technical impact analyses for a variety of projects. Her experience includes but is not limited to CEQA and NEPA compliance for development projects throughout Santa Barbara and San

Luis Obispo Counties, visual impact assessment, noise monitoring and analysis, and air quality and greenhouse gas emissions modeling and analysis. Select project experience is provided below.

- Santa Barbara County - Rancho La Laguna EIR
- Santa Barbara County - U.S. 101/Clark Avenue Interchange Improvements PEAR and IS-MND
- Santa Barbara County - Hollister Avenue-State Street Improvements Project EIR-EA
- City of Goleta - Heritage Ridge Residential Project EIR
- City of Santa Maria - Enos Ranchos Specific Plan Supplemental EIR
- City of Santa Maria - Betteravia Plaza Project EIR
- City of Santa Maria - Santa Maria Senior Apartments Project EA
- City of San Luis Obispo – San Luis Ranch Specific Plan EIR
- San Luis Obispo County - San Miguel Community Plan Update EIR

**ATE - Dan Dawson, Supervising Transportation Planner**

Education: BA, Economics, California State University at Chico

Role: Traffic Impact Analysis

Mr. Dawson joined ATE as Transportation Planner in 1989. Since that time he has participated in over 2,000 Transportation Planning/Traffic Engineering/ and/or Parking Studies throughout California, Nevada and Arizona. This work includes analyses of urban and rural transportation facilities in conjunction with circulation elements, general plans, redevelopment plans, specific plans, project study reports, and traffic impact assessments for individual development projects. Mr.

Dawson has also participated in several traffic modeling studies, including the City of Santa Maria Circulation Element and Traffic Fee Program, the City of Santa Maria Sphere of Influence Study, U.S. Highway 101 Widening Study in Montecito and Carpinteria, the Orcutt Community Plan and the Goleta Transportation Improvement Plan.

Prior to his employment with ATE, Mr. Dawson worked as a Transportation Planner for the City of Santa Barbara. In that position he was responsible for reviewing and preparing written summaries of traffic reports, recommendations and informational reports on site plans, EIR's, traffic studies and development plan proposals. He also examined development plans for compliance with City design standards. Mr. Dawson was a Transportation Staff member assigned to the SBCAG Transportation Technical Advisory Committee (TTAC) and also the City's Development Review Committee (DRC).

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## 4 Study Methodology

### 4.1 Detailed Work Program

The Rincon team has been designed to provide the key technical expertise necessary to provide a solid foundation of evidence to support environmental impact conclusions. We also recognize that the process of CEQA compliance is not purely technical in nature, especially given this project's heightened public interest. An objective, comprehensive, and logical analysis, clearly stated and supported by facts, is critical to a successful environmental document, and the information must be presented in a way that is accessible to all members of the community. We expect a high level of community involvement in the preparation of this environmental document and we are committed to communicating with the public in a responsive and respectful manner. Rincon will prepare the EIR as a Subsequent EIR that tiers from the Orcutt Community Plan (OCP) Program EIR, in accordance with Sections 15162 and 15168 of the State CEQA Guidelines. Therefore, the environmental document must also clearly explain its relationship to the OCP Program EIR.

#### 4.1.1 General Approach

Rincon will approach this Subsequent EIR with the goal of providing clarity to the environmental review process. We anticipate that the Subsequent EIR will be focused, meaning that it will only analyze subject areas in which there is a potential for significant effects, and it will not duplicate previous analysis if the analysis remains adequate. Rincon will utilize the County-prepared Scoping Paper to identify focus areas and to provide a factual basis for conclusions that the project does not have the potential for significant effects in other areas. The Subsequent EIR will rely on previous analyses and conclusions to the extent possible, both by formally tiering from the OCP Program EIR and also by applying relevant information from technical studies that have been prepared to support the Neighborhoods of Willow Creek & Hidden Canyon Residential Project. Our understanding of environmental issues on the project site due to our experience preparing the Rancho Maria Estates Specific Plan EIR will allow us to efficiently focus the analysis on information that requires updating.

#### 4.1.2 Approach to CEQA Tiering

As described in Section 15385 of the State CEQA Guidelines, tiering refers to “the coverage of general matters in broader EIRs (such as on general plans or policy statements) with subsequent narrower EIRs or ultimately site-specific EIRs incorporating by reference the general discussions and concentrating solely on the issues specific to the EIR subsequently prepared.” The Subsequent EIR will tier from the certified OCP Program EIR, in accordance with Sections 15162 and 15168 of the State CEQA Guidelines. The Subsequent EIR will provide clear explanations as to whether project-level impacts were or were not within the scope of, and adequately addressed by, the programmatic analysis in the OCP Program EIR. Similarly, for identified impacts, the Subsequent EIR will describe, and/or refine, the programmatic mitigation measures from the OCP Program EIR, and the extent to which they address site-specific conditions for the project. Finally, the Subsequent EIR will incorporate the OCP Program EIR alternatives analysis by reference, and will include a discussion of these alternatives. However, an evaluation of three additional project alternatives will also be provided.

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The general scope of work described below includes the preparation of a Subsequent Environmental Impact Report (Subsequent EIR) for the Neighborhoods of Willow Creek & Hidden Canyon Residential Project. Preparation of the Subsequent EIR will include the following tasks:

### 4.1.3 Scope of Work

#### Task 1 Project Initiation

##### Subtask 1.1 Kickoff Meeting and Background Document Review

Rincon will organize and attend a kickoff meeting with County staff and members of the applicant group (if appropriate). This meeting will serve as a forum to review and confirm study objectives and establish an operational protocol. Working schedules will be finalized, and details for scheduled tasks will be discussed. The consultant team will use this opportunity to collect any relevant studies and information not already transmitted.

The kickoff meeting also allows the County and applicant an opportunity to discuss responses to the Notice of Preparation (NOP), which we understand was circulated concurrently with the RFP, as well as input received at the Subsequent EIR scoping meeting. This step will clarify the environmental concerns of the community and other agencies, allowing the team to verify the scope of the study. We will also have an opportunity to identify the cumulative projects list and the nature of the alternatives to the proposed project that will be addressed in the Subsequent EIR.

Rincon will conduct an initial review of background information, available technical studies, and the Scoping Document, and will coordinate with County staff regarding any additional project description or technical information that will be needed to complete the Subsequent EIR. Rincon will also review the OCP Program EIR findings for the project site. Rincon will organize the kickoff meeting, complete the document review, and provide the County a list of questions/comments within two weeks of notice to proceed with this scope of work.

##### Subtask 1.2 Background Document Peer Review Memorandum

Rincon's will conduct thorough peer reviews of applicant- provided technical studies, which include:

- Soils Engineering Report and Engineering Geology Investigation (Geosolutions, Inc., June 2016)
- Biological Resources Assessment Report (Dudek, December 2016)
- Sewer Line Addendum to the Biological Resources Assessment Report and Biological Resources Memo (Dudek, June 2017)
- Wetland Delineation and Jurisdictional Determination (Dudek, June 2017)
- Open Space Management Plan (Dudek, December 2016, Revised June 2017)
- Tree Memorandum (Dudek, June 2017)
- Basin Hydrology Reports (Bethel Engineering, June 2017)
- Stormwater Control Plans (Bethel Engineering, June 2017)
- Traffic and Circulation Study (Stantec, December 2016; anticipated 2018 update)
- Water Well Feasibility Memorandum (Kear Groundwater, February 2018)
- Air Quality Analysis Technical Report (Dudek, July 2017)
- Greenhouse Gas Emissions Technical Report (Dudek, February 2018)
- Visual simulations (Videoscapes, January 2018)
- Environmental Documentation Report (Amec Foster Wheeler, March 2018)
- Updated Phase I Cultural Resources Analysis (to be prepared by David Stone)



▫ Paleontological Resources Assessment (to be prepared by David Stone)

The peer review will include review of all applicant-provided technical studies by Rincon's resource specialists, engineering geologists, biological and cultural resources specialists, hydrologists, AQ/GHG technical analysts, and our transportation subconsultant.

The purpose of the peer review will be to evaluate the applicant-provided technical studies for thoroughness and completeness, to evaluate any recommended mitigation measures to ensure that they would minimize identified impacts, and to assess the appropriateness of the analyses for inclusion in the County's environmental documentation for the proposed project. The findings of the peer review will be summarized in a memorandum report to the County. This scope of work assumes that the applicant-provided technical studies will be generally adequate for incorporation into the environmental documentation for the project. However, if deficiencies are identified in any of the applicant-provided technical studies, Rincon will outline the deficiencies in the peer review memorandum.

As part of this task, Associated Transportation Engineers (ATE) will conduct a thorough peer review of the applicant-provided Traffic and Circulation Study, including review of overall study scope, existing traffic volume data, project trip generation/distribution, project-specific impact/mitigation analyses, and cumulative impact/mitigation analyses. If required, ATE will identify additional tasks that should be undertaken to satisfy County requirements.

This scope of work assumes that the applicant's consultant will respond to the memorandum and incorporate our comments into revised reports as appropriate. However, if County staff would like to have Rincon's resource specialists provide additional analysis needed to respond to identified deficiencies, we can provide the required services for an additional fee, in accordance with our schedule of fees.

### Subtask 1.3 Prepare Subsequent EIR Introduction and Project Description

Rincon will prepare the Subsequent EIR Introduction (Section 1.0) and a comprehensive Project Description (Section 2.0) based on detailed information to be provided by the applicant team, as reviewed in Subtask 1.1. The Introduction will describe the relationship of the project to the OCP Program EIR, the project history, an overview of CEQA and the overall Subsequent EIR methodology. The Project Description will include a discussion of project location, site characteristics, project objectives, project construction and operational features, and requested entitlements. The Introduction and Project Description will be provided to the County for review and revised based on County staff comments. One electronic version of this deliverable will be provided in Word and PDF formats. Rincon will submit a draft of the Introduction and Project Description EIR sections within three weeks of notice to proceed and receipt of background materials, including project graphics files.

### Subtask 1.4 Project Management and Coordination

Rincon's project manager will be responsible for coordinating communication and developing a close working relationship with County staff. This will include participation in conference calls or meetings to discuss the budget, schedule and progress of the project, as well as the provision of status updates via email outlining tasks completed in the last week, upcoming tasks, details regarding any communications about the project, and deliverable information (including timeline).

## Task 2 Administrative Draft Subsequent EIR

The Subsequent EIR will be prepared in accordance with the State CEQA Guidelines, which set the standards for adequacy of an EIR. Specifically, the State CEQA Guidelines declare that:

An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.

The analysis will rely on available technical reports prepared to support the Neighborhoods of Willow Creek & Hidden Canyon Residential Project to streamline the analytical effort. The overall approach to the analysis will be to verify and utilize existing data, supplemented where necessary with new information or modeling. The Administrative Draft Subsequent EIR will respond to issues raised during the scoping meeting and NOP comment period.

For each impact in the Subsequent EIR, the discussion will clearly delineate how the impact was (or was not) addressed in the OCP Program EIR by providing a summary of the programmatic impact analysis. The discussion will then describe how the programmatic analysis relates to the proposed project, with respect to site-specific conditions, the consistency of the project with the analytical assumptions of the OCP Program EIR, the magnitude of the impact and the applicability of programmatic mitigation measures.

In every project that Rincon Consultants conducts, we endeavor to provide our client with a high quality product that meets or exceeds expectations, and for which all applicable professional standards and regulatory requirements are met. To meet this quality standard, QA/QC procedures are developed for each project at the planning stage, outlining the management techniques to be used. QA/QC procedures will be overseen by the Principal-in-Charge, Richard Daulton.

### Subtask 2.1 Executive Summary

Rincon will prepare a summary of the proposed project and associated environmental consequences. This information will be presented in tabular format to simplify review by decision-makers and the general public. This section will summarize project impacts and proposed mitigation measures. The summary will also note areas of known controversy and will summarize the alternatives reviewed and their associated impacts. The summary will also identify the environmentally superior alternative and rationale for its selection as such.

### Subtask 2.2 Environmental Setting

Rincon will prepare the Environmental Setting for inclusion in the Subsequent EIR. The environmental setting will provide a general description of the project vicinity, including its geographic extent, climatic conditions and demographic conditions. The environmental setting will establish the baseline for impact analysis, including a description of previous environmental review conducted for the project site (with a focus on the analysis in the OCP Program EIR), and will also describe our approach to and basis for the cumulative impact analysis.

### Subtask 2.3 Environmental Impacts and Mitigation Measures

Each environmental issue addressed in the Subsequent EIR will have five main subsections:

- Setting;
- Previous environmental review;

- Impact analysis;
- Mitigation measures; and
- Level of significance after mitigation.

Where possible, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Cumulative impacts will be discussed within this analysis, but at a lesser level of detail than the project-specific impacts. The cumulative impacts analysis will consider the potential impacts of the proposed project, in combination with other planned growth in Orcutt area. All mitigation measures will be compared to existing OCP policy requirements and other existing regulations, and where the existing policies and/or regulations are determined to be adequate to reduce the identified impact, the existing policies and/or regulations will be cited. All mitigation measures will be presented in wording that can be directly applied to the proposed project, and will include monitoring requirements. All impacts will be classified as Class I, Class II, Class III or Class IV, and the significance remaining after mitigation discussion will identify the effectiveness of the mitigation measures and monitoring procedures. This will include a discussion of conditions that may trigger future environmental review, consistent with State CEQA Guidelines Section 15183.

As each impact analysis section is prepared, Rincon will compile source reports and other data for inclusion in the administrative record.

#### Subtask 2.4 Alternatives

Rincon will evaluate up to three alternatives to the project, as identified in Subtasks 1.1 and 1.3, and refined as necessary based on impacts identified in Subtask 2.3. The Subsequent EIR will also incorporate the OCP Program EIR alternatives analysis by reference, and will include a brief discussion of each of these alternatives.

Evaluation of alternatives will be in less detail than the project, though the analysis will provide decision-makers and the public adequate information to compare the project's impacts to each of the analyzed alternatives. For each of the selected alternatives, each environmental issue area will be briefly evaluated in a qualitative manner to determine whether the alternative would have the potential to result in greater, similar, or reduced environmental impacts when compared to the impacts of the proposed project. Where appropriate and feasible, quantitative comparisons will be provided. The results of the alternatives analysis will be summarized graphically on a comparison matrix. This section will also identify the "environmentally superior alternative." If the No Project Alternative is determined to be environmentally superior, the Subsequent EIR will identify the environmentally superior alternative among the remaining scenarios.

#### Subtask 2.5 Other CEQA-Required Sections

The Subsequent EIR will include all other sections required by the State CEQA Guidelines, including growth inducing impacts and irreversible significant effects.

#### Subtask 2.6 References

Rincon will prepare the References and Report Preparers section of the Subsequent EIR and will assist County staff with assembly of the administrative record for the project by compiling relevant documents and correspondence from the environmental review process. The compiled Administrative Record will be provided in electronic format.

Rincon will provide two hard copies and an electronic copy of the Administrative Draft Subsequent EIR for staff review. Thereafter, key consultant team members will meet with County staff in order

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to discuss any concerns, modifications, and input to the analysis and proposed mitigation measures. Rincon assumes that all comments will clearly indicate the requested changes. It will be the responsibility of County staff to resolve internal inconsistencies among staff comments.

### Task 3 Draft Subsequent EIR Preparation and Publication

This task involves the production, editorial work, and communication processes anticipated to publish the Draft Subsequent EIR for public review and comment following completion of the revisions to the Administrative Draft Subsequent EIR. Rincon will address one round of consolidated County staff comments on the Administrative Draft Subsequent EIR and will provide a final screencheck digital copy to the County. We will revise the screencheck Administrative Draft Subsequent EIR to address final County comments, and prepare the Draft Subsequent EIR, Notice of Availability (NOA), and Notice of Completion (NOC).

We assume that the County will be responsible for circulating the Draft Subsequent EIR to commenting agencies and interested groups or individuals, as well as filing the NOC with the State Office of Planning and Research. In addition, we have assumed that the County will give notice to all organizations and individuals who have expressed interest in receiving such notice, and the notice will also be published in a local newspaper.

We will provide 25 bound hard copies of the Draft Subsequent EIR with Appendices included on CD, and one CD in a searchable PDF format for website use.

### Task 4 Final EIR Preparation

The final formal stages of the EIR process involve responding to comments, public hearings, and final publication tasks. Through this process, final changes and policy decisions concerning the project are made. Our work effort regarding this task is delineated below.

#### Subtask 4.1 Responses to Comments/Administrative Final Subsequent EIR

We anticipate having a meeting with County staff immediately following the close of the comment period to discuss the comments received, the implications of these and the general approach to responses. After this meeting, Rincon will submit a digital copy of the draft responses for County review, including any added or revised sections of the Draft Subsequent EIR that may be necessary. This scope of work assumes that no more than 60 hours of professional time will be required to respond to public comments on the Draft Subsequent EIR. Rincon will provide two hard copies and an electronic copy of the Administrative Final Subsequent EIR for staff review, including any added or substantially revised sections of the Draft EIR that may be necessary. Additional hard copies can be provided at an additional cost of \$150 per hard copy.

#### Subtask 4.2 Mitigation Monitoring and Reporting Program

Rincon will prepare the Mitigation Monitoring and Reporting Program (MMRP) for the project. The MMRP will be provided in a format designed for use by planners or code enforcement officers. Essentially, this plan will take the form of a detailed table that compiles all of the adopted mitigation measures developed within the body of the Subsequent EIR, as well as information necessary to monitor compliance with each measure. Mitigation measures will be prefaced with a brief summary title. The program will include:

- Suggested wording as a condition of approval;
  - Identification of persons/agencies responsible for monitoring compliance with each condition;
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- Timing when monitoring must occur;
- Frequency of monitoring; and
- Criteria to be used to determine compliance with conditions.

#### Subtask 4.3 Publication of the Final Subsequent EIR

The final version of the response to comments will be incorporated into the Final Subsequent EIR. After County approval of the Final Subsequent EIR, Rincon will provide 25 bound hard copies of the Final Subsequent EIR with Appendices/MMRP included on CD, and one CD in a searchable PDF format for website use. Additional hard copies can be provided at an additional cost of \$150 per hard copy. Upon certification of the Final EIR and project approval, we understand that the County will be responsible for filing a Notice of Determination with the County Clerk's office.

#### Subtask 4.4 CEQA Findings

Rincon will prepare the CEQA findings for the project. CEQA Guidelines §15091 requires that no public agency approve or carry out a project, for which an EIR has been completed and identifies one or more significant effects, unless the public agency prepares findings for each significant effect. The findings will include information related to whether those significant impacts identified in the Subsequent EIR will be reduced to below a level of significance by mitigation measures identified in the Subsequent EIR. CEQA Guidelines §15093 requires that when an agency approves a project that will have a significant adverse environmental effect that is unavoidable, the agency must make a Statement of Overriding Considerations. If a significant and unavoidable impact is identified in the Subsequent EIR, Rincon will prepare the Statement of Overriding Considerations. This scope of work assumes that if alternatives are determined to be infeasible due to financial considerations, or that the Statement of Overriding considerations relies on specific economic or financial factors, corresponding financial data to support these conclusions will be provided by the County or applicant team. Rincon will provide a digital copy of an administrative draft of the CEQA findings to the County for review and comment, and then incorporate County comments into a final document.

### Task 5 Meetings and Public Hearings

Rincon's project manager will participate in monthly conference call meetings to discuss the budget, schedule and progress of the project. Rincon's Principal-in-Charge and/or Project Manager will attend up to three in-person project meetings in addition to the kickoff meeting with County staff, and the monthly conference call meetings noted above, throughout the course of the project. These meetings can be scheduled and selected at the County's discretion. We will attend additional meetings on a time-and-materials basis, in accordance with our schedule of fees.

Rincon's Principal-in-Charge and/or Project Manager will attend up to four public hearings. This proposal assumes that this will consist of two hearings before the Planning Commission and two hearings before the Board of Supervisors. Attendance will include oral presentations to the hearing body and graphic presentations, if requested. These hearings can be scheduled and selected at the County's discretion. Attendance at additional hearings can be provided as an optional task at a cost of \$1,500 per hearing.

#### Technical Issues

Based on review of the Scoping Document prepared by the County for the project, the following key environmental issues will be addressed in detail the Subsequent EIR.

- Aesthetics/Visual Resources
- Greenhouse Gas Emissions

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- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources and Tribal Cultural Resources
- Fire Protection
- Geologic Processes
- Land Use
- Noise
- Public Services and Recreation
- Transportation/Circulation
- Water Resources/Flooding
- Energy

As a tiered document, the Subsequent EIR will reference relevant analyses from the OCP Program EIR where applicable, rather than duplicating discussions. Our approach to each of these technical sections is outlined below.

#### *Aesthetics/Visual Resources*

The OCP Program EIR identified visual resources/open space impacts on Key Site 21 due to the potential for change in the visual character of the site and impacts to the Highway 1 scenic corridor. The site is adjacent to Highway 1 in the foreground of views of the Casmalia Hills and contributes to the rural character of west Orcutt. Highway 1 has been designated as eligible for designation as a Scenic Highway along its entire length through Santa Barbara County. In addition, implementation of the project would represent a change in visual character of the existing Rancho Maria Public Golf Course on the site.

Rincon proposes to incorporate the OCP Program EIR mitigation and discussion of Class I, *Significant and Unavoidable*, impacts related to changes to the visual character of the site. The Subsequent EIR will focus on the potential for new or more severe aesthetic impacts that may occur as a result of the project, and what, if any, further specific mitigation measures may be required to reduce visual impacts due to the anticipated development. The Subsequent EIR will evaluate the proposed residential development on the project site in the context of adopted County policies for visual resources. The analysis of the potential for change in the visual character of the site will be based on visual simulations of the proposed development from key views along Highway 1 and the Rancho Maria Public Golf Course prepared by Videoscapes in January 2018. The Subsequent EIR will specifically address impacts on the public views from Highway 1, the potential change to the visual character of Key Site 21 relative to the impacts identified in the OCP Program EIR, and glare or nighttime lighting which may affect adjoining areas from new residences.

#### *Agricultural Resources*

The agricultural resources analysis will tier from the OCP Program EIR analysis that addressed the long-term conversion of agricultural land in Orcutt and the Santa Maria Valley and potential conflicts with agricultural uses, including pesticide spray drift, trespassing and vandalism, disturbance to livestock, noise and dust. The Subsequent EIR will focus on the potential for new or more severe agricultural impacts that may occur as a result of the project, and what, if any, further specific mitigation measures may be required to reduce impacts to agricultural resources associated with the project.

As stated in the Scoping Document that was prepared for the project, approximately 40-acres of Key Site 21 was used for row crop agricultural and some cattle grazing from approximately 1920 to 2005. The project site is zoned Planned Residential Development (PRD) and is located within an Existing Developed Rural Neighborhood (EDRN) within the Orcutt Community Plan area. There are currently no agricultural uses on the project site, and the property is not subject to a Williamson Act Contract. Approximately 2% of the site is identified as containing Class II prime soils.

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The Subsequent EIR will evaluate the project's potential impacts to agricultural resources in compliance with the County's *Environmental Thresholds and Guidelines Manual* Agricultural Resources section, including loss of prime agricultural soils, and compatibility with adjacent properties.

### *Air Quality*

Although the OCP Program EIR evaluated air quality impacts associated with the development of Key Site 21, applicable methodologies and standards, as well as regional compliance with National Ambient Air Quality Standards (NAAQS) have changed since the OCP Program EIR was certified in December 2005. The air quality analysis will include a peer review of the Air Quality Analysis Technical Report prepared by Dudek in July 2017 (refer to Subtask 1.2), and will be prepared in accordance with the methodologies outlined in the Santa Barbara County Air Pollution Control District (SBCAPCD) *CEQA Air Quality Handbook*. This scope of work assumes that our peer review of this report will deem the analysis and conclusions to be adequate to address the relationship of the project to identified CEQA significance thresholds with minimal additional analysis.

The air quality section will include a detailed discussion of the current air quality setting within the local airshed along with local climatic and air pollution data from local air monitoring stations. The analysis will assess both temporary construction impacts and long-term operational impacts, including consistency with applicable air quality policies, and will describe applicable emissions-reducing components of the project (e.g., sustainable design features).

Cumulative impacts will be addressed based on the project's consistency with regional planning efforts such as:

- Consistency with the Final 2013 Clean Air Plan;
- Consistency with the Final 2016 Ozone Plan; and
- Consistency with the emission forecasts of the applicable air quality Plans.

### *Biological Resources*

The biological resources analysis will include a review of existing reports and environmental documents, plans, databases, and literature as well as a reconnaissance-level field survey to ground-truth existing information and determine the presence or absence of special status species, sensitive habitats, and wildlife movement corridors. This scope of work also includes coordination with responsible agencies and authors of existing reports, as appropriate. Existing reports to be peer reviewed, summarized, and attached as appendices to the Subsequent EIR (refer to Subtask 1.2) include:

- Rancho Maria Estates, USFWS Protocol Survey Report for the California Red-legged Frog (LFR Levine-Fricke, May 2004)
- Rancho Maria Estates Sensitive Species and Habitat Survey (LFR Levine-Fricke, September 2005)
- Santa Barbara County Rancho Maria Estates Specific Plan EIR (Rincon Consultants, March 2007)
- Biological Resources Assessment Report for The Neighborhoods of Willow Creek and Hidden Canyon (Dudek, December 2016)
- Addendum to the Biological Resources Assessment Report and Biological Resources Memo for the Sewer Line Associated with The Neighborhoods of Willow Creek and Hidden Canyon Project (Dudek, June 2017)

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- Tree Memorandum for The Neighborhoods of Willow Creek and Hidden Canyon (Dudek, June 2017)
- Wetland Delineation and Jurisdictional Determination for The Neighborhoods of Willow Creek and Hidden Canyon (Dudek, June 2017)
- Open Space Management Plan for The Neighborhoods of Willow Creek and Hidden Canyon (Dudek, June 2017)
- The Neighborhoods Specific Plan Environmental Documentation (Amec Foster Wheeler, Environmental & Infrastructure, Inc., March 2018)

Rincon will prepare habitat type base maps using available digital and/or hard copy aerial photography or other suitable scaled base map. We assume appropriate base mapping will be available from the County or project applicant.

Based on our preliminary review of reports provided by the project applicant team, several biological resources have been identified on the project site that may be impacted by the proposed development. The project site contains suitable aquatic and upland habitat for two federally listed animal species, California tiger salamander and California red-legged frog. California tiger salamander was documented on Key Site 21 during surveys conducted by LFR in 2004 and breeding ponds for this species occur within and adjacent to the site. No California red-legged frogs have been documented on Key Site 21. However, individuals were observed by LFR in 2004 at a man-made pond adjacent to the site. The project has the potential to impact suitable upland and dispersal habitat for these species.

Other potential impacts identified in the existing documentation for the site include: impacts on grassland, forbs, coastal scrub, riparian scrub, and woodland habitats; removal of riparian vegetation and disruption of riparian woodland; removal of purple needlegrass grassland and perennial rye grass fields; direct and indirect impacts to common and special status species; direct and indirect impacts to potentially jurisdictional ephemeral drainages; and removal of potential wetland habitat.

Rincon biologists will conduct the biological resources analysis with the express purpose of: 1) confirming the accuracy of existing data on biological resources; and 2) supplementing the existing data with current biological field observations and impacts analyses. Our analysis will evaluate direct, indirect, and cumulative impacts to biological resources, and avoidance, minimization, and mitigation measures for biological resources will be developed to address identified impacts, as appropriate.

Specifically, the biological resources analysis will include the following tasks:

- Assess and describe current baseline conditions and habitat quality and rarity throughout the site, with particular emphasis on identifying endangered, threatened, rare, and other special status species, habitats, and plant communities occurring or potentially occurring within and in close proximity to the proposed project site.
- Summarize applicable federal, state, and local regulations pertaining to species protection.
- Update sensitive species information based on current California Natural Diversity Database (CNDDB) occurrence records or other data.
- Ground-truth the plant community mapping. This scope of work assumes plant community mapping will be generally accurate, and re-mapping habitats and other potentially regulated biological resources onsite will not be required.
- Assess direct and indirect, short- and long-term impacts to existing biological resources from proposed on- and off-site development, including, but not limited to: loss of habitat,



sedimentation from grading and site preparation efforts, and indirect impacts of increased human activity and night lighting.

- Identify and evaluate any off-site habitat of resources that could be affected by onsite development (e.g., nesting bird habitat within 500 feet.)
- Consider impacts to listed species and other regulated resources, if any, and discuss role of other regulatory agencies (e.g. USFWS, CDFW, USACE, etc.).
- Evaluate project consistency with local ordinances.
- Identify feasible mitigation measures, if any, and identify residual impacts.
- Assess cumulative impacts to biological resources and the project's contribution to those impacts.

### *Cultural Resources and Tribal Cultural Resources*

The Subsequent EIR will evaluate potential impacts to cultural and paleontological resources. As part of Santa Barbara County's Guidelines for Determining the Significance of and Impacts to Cultural Resources (Appendix B to the *Environmental Thresholds and Guidelines Manual*), any projects that are part of the environmental review of discretionary permit project applications are required to have a cultural resource study no older than ten years to ensure that studies are up to date and employ current scientific standards in regards to their methodology. As currently proposed, construction would not occur on the known significant archaeological site. However, environmental conditions may have changed significantly at the project site since the most recent cultural resources study was conducted in 2004. Erosional forces could expose buried cultural resources or change boundaries to existing resources. Because the most recent cultural resources study at the project site was conducted in 2004 and because a known significant archaeological site is located on the property, Rincon understands that County staff is requesting that the applicant team prepare an updated Phase I Cultural Resource Study. Therefore, the analysis will include a peer review of the findings and recommendations of the updated Phase I Cultural Resource Study (to be prepared by David Stone) by Rincon staff cultural resources specialists (refer to Subtask 1.2). This scope of work assumes that the updated Phase I Cultural Resource Study will include a California Historical Resources Information System (CHRIS) records search of the project site and a 0.5-mile radius around it, a Sacred Lands File search, Native American outreach, a pedestrian survey of the site, and a technical report in accordance with current industry standards and County guidelines.

In addition, Rincon understands that County staff is requesting that the applicant team prepare a paleontological resources assessment to identify the geologic units that may be impacted by project development, determine the paleontological sensitivity of geologic units within the project site, assess potential for impacts to paleontological resources from development of the proposed project, and recommend mitigation measures to avoid or mitigate impacts to scientifically significant paleontological resources.

This scope of work assumes that our peer review of the Phase I Cultural Resource Study and paleontological resources assessment will deem the analysis and conclusions to be adequate to address the relationship of the project to identified CEQA significance thresholds with minimal additional analysis to be completed by the applicant's consultants.

We understand that the County has completed the required Native American government-to-government consultation in accordance with Assembly Bill (AB) 52. Therefore, this scope of work does not include any further Native American consultation effort. The Subsequent EIR will evaluate impacts to tribal cultural resources by the proposed project based on the results of the County's consultation with local Native Americans.

### *Fire Protection*

This section will focus on project impacts related to fire protection services, including potential hazards associated with wildland fires, and will address impacts related to site access. Rincon will verify and summarize the conclusions of the OCP Program EIR regarding wildlife fire hazards on the site. The fire hazard analysis will be conducted in consultation with the County Fire Department, and will rely on applicable Fire Department standards. Fire protection officials will be contacted to evaluate site design requirements, emergency response times, adequacy of emergency services, fire flow, road width/grade, ingress/egress requirements, and other issues that may have an adverse effect on fire protection capabilities. Rincon will identify the fire hazard designations for the site and assess the potential for the project to increase fire hazard exposure.

Specifically, this section will include the following:

- Coordination with Fire Department representatives to confirm adequate water pressure, fire hydrants, emergency access and otherwise comply with the Fire Department's development standards.
- Determination of the required extent of defensible space and any necessary vegetative management requirements.
- Identification of mitigation measures as necessary to further reduce fire safety impacts to a less than significant level. In part, the mitigation measures will ensure that the applicant's proposed improvements and measures to minimize impacts to fire protection comply with applicable development standards.
- Evaluation of cumulative fire protection impacts of the project and other similar past, present and probable future projects in the area.
- Identification of any residual impacts of the proposed projects after implementation of mitigation measures.

### *Geologic Processes*

The geological and soil hazards of the project site and surrounding area will be evaluated in this section. The analysis will include a peer review of the findings and recommendations of the *Soils Engineering Report and Engineering Geology Investigation* (Geosolutions, Inc., June 2016) by Rincon staff geologists (refer to Subtask 1.2). This scope of work assumes that our peer review of this report will deem the analysis and conclusions to be adequate to address the relationship of the project to identified CEQA significance thresholds with minimal additional analysis.

The geologic processes section will describe the geologic setting of the project area and will include a discussion of potential hazards that could affect the proposed development. The analysis will focus on the potential for new or more severe geologic impacts that may occur as a result of the project in comparison to the OCP Program EIR, and what, if any, further specific mitigation measures may be required to reduce geologic hazards associated with the project. The analysis will be based on the Soils Engineering Report and Engineering Geology Investigation, as well as existing literature sources including the County Comprehensive Plan and the California Geological Survey.

### *Greenhouse Gas Emissions*

The OCP Program EIR did not evaluate greenhouse gas emissions (GHGs) impacts, since this issue area was not included in the CEQA requirements when the OCP Program EIR was certified in December 2005. Therefore, the Subsequent EIR will evaluate the project's potential contribution to cumulative impacts related to GHGs and climate change. The GHG analysis will include a peer review

of the Greenhouse Gas Emissions Technical Report prepared by Dudek in February 2018 (refer to Subtask 1.2). This scope of work assumes that our peer review of this report will deem the analysis and conclusions to be adequate to address the relationship of the project to identified CEQA significance thresholds with minimal additional analysis. The GHG section will include an overview of the current regulatory framework regarding GHGs/climate change, including Assembly Bill (AB) 32, Senate Bill (SB) 32, SB 97, SB 375, and applicable Executive Orders), a discussion of the potential environmental effects of GHGs and climate change, and a discussion of applicable regional GHG emissions thresholds. The analysis will evaluate the project's potential contribution to cumulative impacts related to climate change, including an inventory of both temporary construction emissions and long-term operational emissions, and will describe applicable emissions-reducing components of the project (e.g., sustainable design features).

### *Land Use and Planning*

This section will include two separate, but related discussions: (1) land use compatibility and character; and (2) consistency with applicable land use plans and policies, including the Orcutt Community Plan. The land use compatibility discussion will serve as a summary of the environmental issues discussed in detail elsewhere in the Subsequent EIR. This is because planning policy statements are commonly intended to lead the planner to areas of technical inquiry to establish a finding. Many land use compatibility issues are directly related to other environmental issues. Biological and cultural resources, agriculture, traffic, noise, light and glare, air quality, and aesthetics/visual resources all enter into land use compatibility discussions. Therefore, this analysis serves to re-focus the discussion into a planning perspective. Potential areas of impact include the change in visual conditions on the project site.

The policy consistency analysis will be based on a preliminary review of the project's consistency with County Comprehensive General Plan and Orcutt Community Plan policies and development standards, County zoning ordinance requirements, and other pertinent requirements and regulations. This will include a discussion of policy consistency components that refer to or rely upon mitigation measures from the Subsequent EIR. This analysis will be summarized in the Land Use and Planning section of the Subsequent EIR, and included in full in the Subsequent EIR Appendix.

### *Noise*

The primary source of noise on Key Site 21 is traffic along Highway 1. Operational noise from the Rancho Maria Public Golf Course operational noises also contributes to the noise in the vicinity. The Santa Maria airport is located approximately 7,500 feet northeast of the project site. Due to the proximity of the airport the site may be subject to noise from aircraft.

In addition, construction and operation of the proposed project would generate both short- and long-term noise. Grading and other construction activities would generate new short-term noise during construction of the proposed neighborhoods. Long-term operation of the project would add trip volumes to Highway 1 and other local roadways that may increase traffic noise in the vicinity of Key Site 21. This section of the Subsequent EIR will quantify short-term construction and long-term operational noise impacts, focusing on current and future estimates of traffic noise on future occupants of the project site and surrounding sensitive land uses, including residential uses located north of the project site. Rincon staff will conduct up to four sound level measurements on and around Key Site 21 during the morning and/or afternoon peak traffic hour to support this analysis.

Rincon will estimate existing and future traffic noise levels, including project-generated traffic, along up to six roadway segments based upon data from the traffic impact analysis. Traffic noise will be

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forecast using the Federal Highway Administration Traffic Noise Model® (TNM version 2.5) or the Department of Housing and Urban Development Day-Night Noise Level (HUD DNL) tool. Noise exposure from these sources will be assessed in terms of Community Noise Exposure Levels (CNEL).

The criteria used to determine the significance of potential noise impacts will be specific ordinances of the County of Santa Barbara and the County Comprehensive Plan Noise Element policies. The noise analysis will be prepared in accordance with the *Guidelines for Noise Study Reports as Part of Environmental Impact Reports* issued by the California Department of Health Services, Office of Noise Control.

Mitigation requirements will be established for noise impacted areas, if necessary. Noise mitigation may include restrictions on construction equipment usage, the construction of temporary sound barriers, recommendations for the re-routing of traffic, or the use of setbacks and sound barriers (walls or berming) to reduce traffic noise levels associated with Highway 1.

#### *Public Services & Recreation*

This section will investigate the effect of the proposed project on police protection, wastewater and solid waste generation, and recreational resources. This section will be coordinated with the Fire Protection section to address potential impacts to fire protection services, and the Water Resources/Flooding section to address water demand and the adequacy of stormwater control infrastructure.

The project would generate additional population, and extend the response areas for local law enforcement agencies, schools, and health care services. The Subsequent EIR will evaluate any new or substantially greater environmental impacts related to the need for increased police protection, schools, and health care services. This section will involve contact with local service providers and quantification of existing and projected services levels. Law protection officials will be contacted to identify any special requirements associated expanding service into the project area.

Based on the Scoping Document that was prepared for the project, the project may generate solid waste in excess of the County's cumulative solid waste threshold. Rincon will assess the impacts the project's potential solid waste impacts and identify additional mitigation measures as necessary.

The project includes a public hiking trail to provide access from the residential development (Hidden Canyon) and State Highway 1 to the neighboring foothills as well as the Orcutt regional trail system, as required by OCP Key Site 21 Design Standard KS 21-5. The Subsequent EIR will evaluate the recreational impacts of the project, including potential conflicts between the Rancho Maria Public Golf Course and the residential development.

#### *Transportation/Circulation*

This section will summarize the conclusions and recommendations of the Traffic and Circulation Study prepared in 2016 by Stantec. This scope of work assumes that our peer review of this report will deem the analysis and conclusions to be adequate to address the relationship of the project to identified CEQA significance thresholds with minimal additional analysis. The Subsequent EIR will address the County's specific requirements for traffic analysis, and will summarize the overall transportation analysis scope, existing traffic volume data, project trip generation/distribution, project-specific impact/mitigation analyses, and cumulative impact/mitigation analyses.

### *Water Resources/Flooding*

The section will describe the hydrologic setting of the project area and will include a discussion of potential hydrologic and flood-related hazards that could affect the proposed development, as well as a discussion of stormwater system capacity and water availability to serve the proposed development. The analysis will include a peer review of the findings and recommendations of the Hydrological Reports and Stormwater Control Plans have been prepared for the proposed neighborhoods by Bethel Engineering in June 2017 (refer to Subtask 1.2). This scope of work assumes that our peer review of this report will deem the analysis and conclusions to be adequate to address the relationship of the project to identified CEQA significance thresholds with minimal additional analysis.

The Subsequent EIR will examine whether additional runoff generated from project development will adversely impact existing stormwater control systems. In addition to stormwater generation and system capacity issues, the Subsequent EIR will evaluate project-related impacts to water quality. This will include a review of proposed short- and long-term water quality management measures. This section will include a discussion of both the National Pollution Discharge Elimination System (NPDES) general construction permit and the County's Grading Ordinance and their applicability to the project. The analysis will focus on the potential for new or more severe hydrologic impacts that may occur as a result of the project in comparison to the OCP Program EIR, and what, if any, further specific mitigation measures may be required to reduce potential hydrologic hazards and/or stormwater system capacity issues associated with the project. This analysis will be based on the Hydrological Reports and Stormwater Control Plans.

Rincon will analyze water demand in light of the proposed development to determine if the project would result in new or more severe water resource impacts (near term and cumulative, long-term), and whether the project may require further specific mitigation measures beyond those required in the OCP Program EIR. This section will estimate the project's water demand based on the proposed development acreage, number of residences, and consumptive use factors in the *County's Environmental Thresholds Manual*, and compare estimated water demand to the water supply allocation for the site and to any additional water supplies that may be available. This section will examine water resource availability as well as infrastructure needed to serve the proposed new development.

### *Energy*

The assessment of energy consumption will be prepared consistent with CEQA Appendix F, and will be closely coordinated with the Greenhouse Gas Emissions impact section. This will include the following tasks:

- Identify project features that would promote energy conservation (e.g., sustainable design features)
- Review and discuss existing regulations and policies (e.g., California Building Structure Code, Title 21, County Comprehensive Plan)
- Discuss how project energy demands could be reduced.
- Identify and discuss feasible mitigation measures, if any, which could be included in the project to reduce energy consumption and promote energy conservation to the extent feasible.

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*Effects Found Not to be Significant*

Based on the Scoping Document that was prepared for the project, the Subsequent EIR will include a section describing the issues for which a less than significant impact is anticipated. This section will include sufficient evidence to support less than significant impact findings. Issues to be addressed in this section include:

- Forest Resources
- Hazards and Hazardous Materials
- Historic Resources
- Mineral Resources
- Population/Housing

## 5 Cost Summary

Rincon will prepare the Neighborhoods of Willow Creek & Hidden Canyon Residential Project (Key Site 21) Subsequent EIR, in accordance with the scope of services outlined in Section 4.0, for a cost not-to-exceed **\$140,744**. Including the requested 16.57% contingency, the cost for this scope of services is **\$164,058**.

The attached table provides a breakdown of costs by task and staff level. Overall, we have budgeted 76 hours of Principal- and Senior-level professional time for project management, including oversight of staff and coordination with County staff.

The not-to-exceed cost includes preparation of a detailed peer review memorandum for the various applicant-prepared studies, the Administrative Draft and Draft Subsequent EIRs, responses to comments on the Draft Subsequent EIR, the Administrative Final and Final Subsequent EIRs, and the draft CEQA Findings including Statement of Overriding Considerations. We have budgeted 60 hours of professional time to respond to comments on the Draft Subsequent EIR and prepare the Administrative Final Subsequent EIR, including preparation of the MMRP.

The proposed scope of services and associated costs are fully negotiable to meet the needs of the County of Santa Barbara. Additional work, not included within our proposed work program, will be completed only upon written County authorization in accordance with our Standard Fee Schedule following the cost summary.

This offer for professional services will remain in effect for a period of 60 days from the date of this proposal. During this period, questions regarding our proposed scope of services may be directed to Mr. Richard Daulton, MURP, Vice President and Principal.

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**RINCON CONSULTANTS, INC.**

Neighborhoods of Willow Creek & Hidden Canyon Residential Project Subsequent EIR

**Cost Estimate**

Tasks	Rincon Labor Classification →			Principal I	Senior Professional II	Professional III	Technical EE/EI	GIS/CADD Specialist I	Classical/Administrative Assistant I
	Labor Cost	Direct Expense	Hours						
<b>Task 1: Project Management</b>				\$215	\$165	\$120	\$105	\$100	\$75
<b>Task 1.1 Kickoff Meeting and Background Document Review</b>	\$2,860	\$86	20	2	8	8			2
<b>Task 1.2 Background Document Peer Review Memorandum</b>	\$11,210	\$336	80	4	32	36		6	2
<b>Task 1.3 Prepare SEIR Introduction and Project Description</b>	\$2,315	\$69	19	1	4	4	2	6	2
<b>Task 1.4 Project Management and Coordination</b>	\$13,940	\$418	84	16	60				8
<b>Task 2: Administrative Draft SEIR</b>	\$1,440	\$253	16				8		8
<b>Task 2.1 Executive Summary</b>	\$1,445	\$43	11	1	2	6	1		1
<b>Task 2.2 Environmental Setting</b>	\$1,835	\$55	13	1	4	8			
<b>Task 2.3 Environmental Impacts and Mitigation Measures</b>									
Aesthetics/Visual Resources	\$3,210	\$96	24	2	4	16		2	
Agricultural Resources	\$1,945	\$58	15	1	2	10		2	
Air Quality	\$2,075	\$62	15	1	4	10			
Biological Resources	\$5,545	\$166	43	3	4	32		4	
Biological Field Reconnaissance	\$1,705	\$376	13	1	2	8		2	
Cultural Resources and Tribal Cultural Resources	\$2,760	\$83	21	2	2	15		2	
Fire Protection	\$1,705	\$51	13	1	2	8		2	
Geologic Processes	\$1,705	\$51	13	1	2	8		2	
Greenhouse Gas Emissions	\$2,675	\$80	20	1	4	15			
Land Use and Planning	\$2,315	\$69	17	1	4	12			
Preliminary Policy Consistency Analysis	\$5,290	\$159	38	2	12	24			
Noise (incl. field measurements)	\$4,940	\$333	38	2	6	26		4	
Public Services & Recreation	\$1,985	\$60	15	1	2	12			
Transportation/Circulation (Rincon labor)	\$2,305	\$6,555	19	1	2	8		8	
Water Resources/Flooding	\$3,175	\$95	23	1	8	12		2	
Energy	\$1,985	\$60	15	1	2	12			
Effects Found Not to be Significant	\$1,835	\$55	13	1	4	8			
<b>Task 2.4 Alternatives (6)</b>	\$5,750	\$173	44	2	8	30		4	
<b>Task 2.5 Other CEQA-Required Sections</b>	\$1,265	\$38	9	1	2	6			
<b>Task 2.6 References</b>	\$1,220	\$37	10	1	1	4	2		2
<b>Task 3: Draft Subsequent EIR Preparation and Publication</b>	\$7,470	\$2,849	60	4	32	26	2	4	32
<b>Task 4: Final SEIR Preparation</b>	\$720	\$232	8				4		4
<b>Task 4.1 Responses to Comments/Administrative Final Subsequent EIR</b>	\$9,000	\$270	68	4	16	40		4	4
<b>Task 4.2 Mitigation Monitoring and Reporting Program</b>	\$1,430	\$43	10	1	4	4			1
<b>Task 4.3 Publication of the Final Subsequent EIR</b>	\$1,595	\$2,673	11	1	4	6			
<b>Task 4.4 CEQA Findings</b>	\$4,940	\$148	36	4	8	20	2		2
<b>Task 5: Meetings (3) and Public Hearings (4)</b>	\$8,180	\$840	48	14	28			4	2
<b>SUBTOTAL COST</b>	\$ 123,770	\$ 16,974	902	\$ 17,200	\$ 42,735	\$ 52,080	\$ 2,205	\$ 5,800	\$ 3,750

**Direct Cost Summary**

Vehicle Costs	\$ 765
Trimble GPS	\$ 190
Standard Field Pack	\$ 150
Admin Draft SEIR Printing (2 copies)	\$ 210
Draft SEIR Printing (25 copies)	\$ 2,625
Admin Final SEIR Printing (2 copies)	\$ 210
Final SEIR Printing (25 copies)	\$ 2,625
Associated Transportation Engineers (Traffic Peer Review)	\$ 5,640
General and Administrative	\$ 846
Miscellaneous Expenses	\$ 3,713
<b>Subtotal Additional Costs</b>	\$ 16,974

**SUMMARY**

Professional Fees Subtotal	\$ 123,770
Direct Costs Subtotal	\$ 16,974
<b>TOTAL PROJECT BUDGET</b>	\$ 140,744



## Standard Fee Schedule

The Rincon fee schedule illustrates how professional and support time is charged to projects. Project travel time is typically billed according to the fee schedule rate table. Direct costs associated with project labor are billed to the project as described under Reimbursable Expenses.

Standard Fee Schedule for Environmental Sciences and Planning Services	
Professional, Technical & Support Personnel*	Hourly Rate
Principal II	\$230
Principal I	\$215
Senior Supervisor II	\$195
Supervisor I	\$185
Senior Professional II	\$165
Senior Professional I	\$150
Professional IV	\$135
Professional III	\$120
Professional II	\$105
Professional I	\$95
Environmental Technician/Field Aide III	\$90
Environmental Technician/Field Aide II	\$85
Environmental Technician/Field Aide I	\$80
Senior GIS Specialist	\$130
GIS/CADD Specialist II	\$115
GIS/CADD Specialist I	\$100
Graphic Designer	\$95
Technical Editor	\$105
Production Specialist	\$80
Clerical/Administrative Assistant I	\$75

\*Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$310.

### Photocopying and Printing

Photocopies will be charged at a rate of \$0.16/copy for single-sided copies and \$0.32 for double-sided copies. Colored copies will be charged at a rate of \$1.50/copy for single-sided and \$3.00/copy for color, double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

### Reimbursable Expenses

Reimbursable expenses are costs associated with completing a project that are not included in the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15 percent to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges, etc.
2. Transportation fees; company-owned vehicles will be billed \$85/day for light-duty vehicles and trucks \$135/day for 4-WD/off road vehicles, plus \$0.65/mile for mileage over 50. Mileage rate of \$0.65/mile applies to all miles incurred in employee-owned vehicles.

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<b>Equipment Schedule for Environmental Sciences and Planning Services</b>	
<b>Equipment</b>	<b>Day Rate</b>
<b>Environmental Site Assessment</b>	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
<b>Natural Resources &amp; Multi-Services Field Equipment</b>	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian Survey Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$150
Remote Field Package, (digital camera, GPS, thermometer, binoculars, field computer and MiFi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod, and digital camera.	\$100
Construction Monitoring Field Package: (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$95
Standard Field Package (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$50
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
<b>Water &amp; Marine Resources Equipment</b>	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$200
Boat (20 ft. Boston Whaler or Similar)	\$300
Refractometer (salinity) or Turbidity Meter	\$35
<b>Insurance, Hazard &amp; Safety Fees</b>	
L & H Dive Insurance	\$50 person
Hazard Premium (In or Underwater ONLY per/hour)	1.25 X hourly
Level C Health and Safety	\$60 person

## 6 Schedule

As depicted on the following chart, **Rincon** proposes to adhere to a schedule that allows the Draft Subsequent EIR to be circulated within approximately 20 weeks of the kickoff meeting, and the Subsequent EIR process to be concluded within approximately 14 months.

**Kickoff Meeting:** Rincon will arrange and manage a project kickoff meeting within one week of contract execution.

**Peer Review Memorandum:** Within four weeks of the kickoff meeting and receipt of project background information and mapping, Rincon will prepare the background document peer review memorandum for staff review. Rincon assumes a one-week review period by County staff, and the applicant-prepared technical reports will be found to be generally accurate and adequate for incorporation into the Subsequent EIR analysis.

**Project Description:** Within two weeks of the kickoff meeting and receipt of project background information and mapping, Rincon will submit a draft project description for staff review. Rincon assumes a one-week review period by County staff, and one week to allow for Rincon's final revisions. Thus, we assume that the project description will be complete four weeks after the kickoff meeting.

**Administrative Draft Subsequent EIR:** The Administrative Draft Subsequent EIR will be completed within 12 weeks of County staff approval of the project description and receipt of final background technical studies from the applicant team. This schedule assumes delivery of the ADSEIR approximately 16 weeks after the kickoff meeting.

**Draft Subsequent EIR:** Assuming that the County will deliver comments on the Administrative Draft Subsequent EIR within two weeks, Rincon will produce the Draft Subsequent EIR within two weeks of receipt of staff comments. This schedule assumes that the County's comments will be coordinated into a single consistent set of comments and that no new substantial analysis will be needed as a result. This schedule would allow for publication and initiation of public review approximately 20 weeks after the kickoff meeting. Please note that additional time may be needed if County staff requires more than two weeks to review the ADSEIR.

**Response to Comments/Administrative Final Subsequent EIR:** Within four weeks of the close of the Draft Subsequent EIR circulation period and receipt of all written and oral comments, Rincon will deliver a draft Response to Comments section. Together with any changes that might be required to the Draft Subsequent EIR, this will constitute the Administrative Final Subsequent EIR for County staff review. This milestone is expected to be reached 30 weeks after the kickoff meeting, assuming a 45-day public review period for the Draft EIR.

**Final Subsequent EIR:** Within two weeks of receipt of the County's comments on the Response to Comments/Administrative Final Subsequent EIR, Rincon will deliver the Final Subsequent EIR. Assuming a two week review period for County staff, the Final Subsequent EIR would be delivered 36 weeks after the kickoff meeting.

Adhering to this schedule, the Subsequent EIR will be prepared, reviewed by the public and decision-makers, and could be certified within 14 months. The ability to meet this schedule depends on the level of public comment, the number of public hearings required, timely receipt of technical information, and staff's direction on addressing unanticipated issues that may arise during the process.

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County of Santa Barbara  
 Neighborhoods of Willow Creek & Hidden Canyon Residential Project (Key Site 21) Subsequent EIR  
*Estimated Schedule*

Key Task/Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14
Kickoff Meeting	Work in Progress													
Background Document Peer Review Memorandum	Work in Progress	Work in Progress												
Subsequent EIR Introduction and Project Description	Work in Progress	Work in Progress	Work in Progress											
Administrative Draft EIR	Work in Progress	Work in Progress	Work in Progress	Work in Progress	Work in Progress	Work in Progress	Work in Progress	Work in Progress	Work in Progress	Work in Progress				
Draft EIR														
Response to Comments/Administrative Final EIR/MVRP														
Final EIR														
CEQA Findings and Statement of Overriding Considerations														
Public Hearings/Planning Commis./BOS Meetings													Meeting/Hearing	Meeting/Hearing

Work in Progress      Meetings with County Staff  
 County Review      Meeting/Hearing  
 Public Review

## 7 References

### 7.1 Rincon

Rincon is proud of the reputation that it has built over the past 23 years. The following is a select list of our references. We encourage you to contact any or all of the references listed below regarding our performance on recent assignments.

**Client:** John Zorovich, Supervising Planner  
Santa Barbara County, Planning and Development Division  
805-934-6297

*Projects:* Orcutt Key Site 30 (Bradley Village) Subsequent EIR  
Orcutt Key Site 3 Subsequent EIR  
Rancho La Laguna EIR

**Client:** Doug Davidson, Deputy Director - Community Development  
City of San Luis Obispo  
805-781-7177

*Project:* San Luis Ranch EIR

**Client:** Byron Turner, former Assistant Planning Director  
(currently with Lake County Community Development Planning Division)  
Santa Benito County  
707-263-2221

*Project:* Del Webb at San Juan Oaks Specific Plan Subsequent EIR

**Client:** Marc Bierdzinski, City Manager/Planning Director  
City of Buellton, Planning Department  
805-686-0137

*Project:* Meritage Senior Center Subsequent EIR

**Client:** Lisa Prasse, Planning Manager  
City of Goleta  
805-961-7542

*Project:* Heritage Ridge Residential Project EIR

### 7.2 Technical Subconsultant - ATE

**Client:** Will Robertson  
Santa Barbara County  
805-729-8785

*Projects:* Orcutt Community Plan EIR  
Key Site 2 Traffic Study  
Key Site 30 Traffic Study

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## 8 Firm Commitment Statement

Principal-in-Charge Richard Daulton is authorized to commit Rincon. The contents of this proposal, including our not-to-exceed cost estimate, will remain effective for a period of not less than sixty (60) days from the proposal due date.

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## ATTACHMENT 2

### Board Contract Summary

BC \_\_\_\_\_ - \_\_\_\_\_

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year .....	FY 18/19
D2.	Department Name .....	Planning & Development
D3.	Contact Person .....	Dana Eady
D4.	Telephone .....	805-934-6266

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose .....	Completion of an Environmental Impact Report
K3.	Department Project Number .....	
K4.	Original Contract Amount .....	\$ 164,058.00
K5.	Contract Begin Date .....	September 11, 2018
K6.	Original Contract End Date .....	December 31, 2019
K7.	Amendment? (Yes or No) .....	No
K8.	- New Contract End Date .....	
K9.	- Total Number of Amendments .....	
K10.	- This Amendment Amount .....	\$
K11.	- Total Previous Amendment Amounts .....	\$
K12.	- Revised Total Contract Amount .....	\$

B1.	Intended Board Agenda Date .....	September 11, 2018
B2.	Number of Workers Displaced (if any) .....	N/A
B3.	Number of Competitive Bids (if any) .....	2
B4.	Lowest Bid Amount (if bid) .....	\$164,058.00
B5.	If Board waived bids, show Agenda Date .....	NA
	and Agenda Item Number .....	N/A
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph) .....	Yes, 33-36

F1.	Fund Number .....	0001
F2.	Department Number .....	053
F3.	Line Item Account Number .....	7510
F4.	Project Number (if applicable) .....	n/a
F5.	Program Number (if applicable) .....	3015
F6.	Org Unit Number (if applicable) .....	3001
F7.	Payment Terms .....	Periodic payments at milestones

V1.	Auditor-Controller Vendor Number .....	670900
V2.	Payee/Contractor Name .....	Rincon Consultants, Inc.
V3.	Mailing Address .....	1530 Monterey Street, Suite D
V4.	City State (two-letter) Zip (include +4 if known) .....	San Luis Obispo, CA 93401
V5.	Telephone Number .....	(805) 547-0900
V6.	Vendor Contact Person .....	Richard Daulton
V7.	Workers Comp Insurance Expiration Date .....	
V8.	Liability Insurance Expiration Date .....	
V9.	Professional License Number .....	
V10.	Verified by (print name of county staff) .....	

V11 Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_