

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 LSA Associates, Inc. having its principal place of business at 20 Executive Park, Suite 200, Irvine, CA 92614 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

COUNTY executed effective June 29, 2011 Purchase Agreement CN12705 with CONTRACTOR in the amount of \$97,415 for the period of June 29, 2011 through June 30, 2013. COUNTY has determined that during the term of this Purchase Agreement it will incur greater costs than were originally anticipated under the Purchase Agreement and will exceed the \$97,415 limit before the end of the fiscal year. On this basis, COUNTY is converting the Purchase Agreement to a Board Contract. This Agreement, which is made to supersede Purchase Agreement CN12705, provides for a total contract amount of \$120,623 for Fiscal Year 2012-2013.

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

1. **DESIGNATED REPRESENTATIVE.** John Zorovich at phone number (805) 934-6297 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Robert McCann at phone number (949) 553-0666 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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Planning & Development
 123 East Anapamu Street
 Santa Barbara, Ca, 93101
 Attn: Crysta Rider

To CONTRACTOR: Robert McCann
 LSA Associates, Inc.
 20 Executive Park, Suite 200
 Irvine, CA 92614

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

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 July 10, 2012 and end performance upon completion, but no later than June 30, 2013 unless otherwise directed by COUNTY or unless earlier terminated. The parties were previously operating under a Purchase Order (No. CN12705).

5. **COMPENSATION OF CONTRACTOR.** 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.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. 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.

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. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

The term "organizational conflict of interest" means that a relationship exists whereby CONTRACTOR has interests which may diminish the capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product or may result in an unfair competitive advantage.

CONTRACTOR agrees that if an organizational conflict of interest is discovered with respect to this CONTRACT, CONTRACTOR shall make an immediate and full disclosure in writing to COUNTY which shall include a description of the action which the CONTRACTOR has taken or proposes to take to avoid, eliminate or neutralize the conflict. COUNTY may, however, terminate the CONTRACT if it could be in the best interests of the COUNTY.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 practices. 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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **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.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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 effect any right or remedy which COUNTY may have in law or equity.

2. 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 this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

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.

18. 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.

19. 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.

20. 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.

21. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. 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.

23. 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.

24. 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.

25. COMPLIANCE WITH LAW. CONTRACTOR shall, at his 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 be 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.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **AUTHORITY.** All 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.

29. **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 provisions of the Exhibits shall prevail over those in the numbered sections.

30. **SUBCONTRACTORS.** 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.

31. **HANDLING OF PROPRIETARY INFORMATION.** CONTRACTOR understands and agrees that certain materials which may be provided may be classified and conspicuously labelled 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.

32. **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.

33. **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.

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

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

COUNTY OF SANTA BARBARA


By: _____
Chair, Board of Supervisors

Date: _____

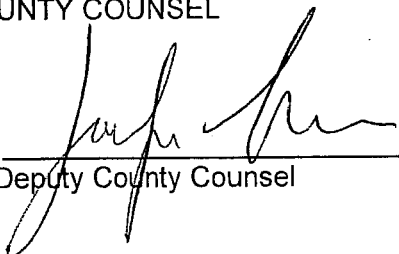
ATTEST:
CHANDRA WALLAR
CLERK OF THE BOARD

By: _____
Deputy

CONTRACTOR

By: 
SocSec or TaxID Number: 94-2341614

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

APPROVED AS TO INSURANCE:
RAY AROMATORIO
RISK PROGRAM MANAGER

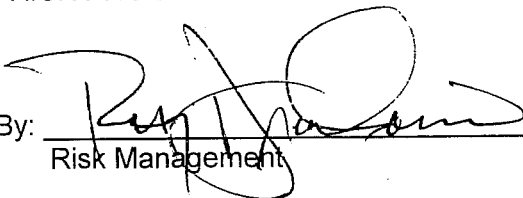
By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

The following tasks from the original purchase order will be completed under this contract: 1) Preparation of the draft Findings and Statement of Overriding Considerations; 2) preparation of the Administrative Final and Final EIR; and, 3) attendance at the Planning Commission hearing. Below is a list of additional tasks necessary to complete the project.

Task A Response to Comments/Administrative FEIR. Within 30 days of receipt of the Notice to Proceed, LSA Associates will submit five (5) spiral bound double-sided hard copies of the Administrative Final EIR for County review, including any added or substantially revised sections of the Draft EIR that may be necessary. LSA estimates the following labor cost would be required to complete the Administrative Final EIR and Final EIR tasks:

- **Coordination with the County (assumes 4 hours of Project Management time per month)**
Pam Reading, Project Manager -- 8 hours (includes 2 hours of conference calls per month)
Jill O'Connor, Principal in Charge -- 1 hour
- **Drafting Responses to Comments**
Laurel Frakes, Environmental Planner -- 33 hours
Pam Reading, Project Manager -- 4 hours
Jill O'Connor, Principal in Charge -- 4 hours
Matt Phillips, Graphics - 4 hours (for bracketing)
Jennette Bosseler, Word Processing -- 3 hours
- **Revisions to DEIR, including text and graphics**
Laurel Frakes, Environmental Planner -- 12 hours
Pam Reading, Project Manager -- 4 hours
Jill O'Connor, Principal in Charge -- 1 hour
Matt Phillips, Graphics - 4 hours
- **Finalizing Response to Comments in response to County Comments**
Laurel Frakes, Environmental Planner -- 6 hours
Pam Reading, Project Manager -- 3 hours
Jill O'Connor, Principal in Charge -- 1 hour
- **Finalizing FEIR in response to County comments, including reformatting (because of changes to text that are affecting page layout and page breaks) and replacing figures in each of the chapters necessitating changes**
Laurel Frakes, Environmental Planner -- 6 hours
Pam Reading, Project Manager -- 4 hours
Jill O'Connor, Principal in Charge -- 1 hour
Jennette Bosseler, Word Processing -- 9 hours
- **Updating Technical Appendices to account for revised reports or new information including, the Los Olivos Circulation and Parking Analysis, the Extended Phase 1 Report, and a revised Phase 1-2 Cultural Resources Study.**

Laurel Frakes, Environmental Planner -- 3 hours

Billing Rates

| | | |
|---------------------------------------|---------------------|---------|
| Jill O'Connor, Principal: | 8 hours @ \$155/hr | \$1,240 |
| Pam Reading, Project Manager: | 23 hours @ \$102/hr | \$2,346 |
| Laurel Frakes, Environmental Planner: | 60 hours @ \$61/hr | \$3,660 |
| Jennette Bosseler, Word Processing: | 12 hours @ \$64/hr | \$ 768 |
| Matt Phillips – Graphics/GIS: | 8 hours @ \$92/hr | \$ 736 |

Total.....\$8,750

Task B (If necessary). Revision and Recirculation of Project EIR. LSA estimates the following labor cost in the event that the Extended Phase I Cultural Resource Survey results in the discovery of intact cultural resources necessitating a Phase 2 significance assessment and the recirculation of the project EIR:

1. Peer Review of Extended Phase I Archeological Report

An LSA archaeologist certified by the Register of Professional Archaeologists will review the methods, findings, and recommendations of the Extended Phase I Archeological Report (XPI) to be provided by the project Applicant for adequacy. The objective will be to assure that the report meets professional standards and the requirements of the County of Santa Barbara to establish baseline conditions for archaeology. This peer review assumes LSA will conduct one review of the report. The estimate for this task assumes minimal coordination time for LSA's Project Manager.

| | |
|------------------------------|----------------------------|
| Cultural Resources Manager | 5 hours @ \$ 94/hr = \$470 |
| Cultural Resources Principal | 1 hour @ \$145/hr = \$145 |
| Project Manager | 1 hour @ \$102/hr = \$102 |
| Task 1 Total | \$717 |

2. Review Revised Extended Phase I Archeological Report

LSA's Archaeologist (Cultural Resources Manager) will review the final report (revised per LSA's peer review comments) to ensure that LSA's comments have been addressed adequately.

| | |
|------------------------------|-----------------------------|
| Cultural Resources Manager | 2 hours @ \$94/hr = \$188 |
| Cultural Resources Principal | 1 hour @ \$145/hr = \$145 |
| Project Manager | 0.5 hours @ \$102/hr = \$51 |
| Task 2 Total | \$384 |

3. Revise the Historic and Cultural Resources Chapter of the DEIR to include a discussion of archaeological resources and the results of the Extended Phase I Archeological Report

This task includes one round of review and one round of revisions by the County and LSA respectively.

| | |
|------------------------------|------------------------------|
| Cultural Resources Manager | 12 hours @ \$94/hr = \$1,128 |
| Cultural Resources Principal | 1 hour @ \$145/hr = \$145 |
| Project Manager | 1 hour @ \$102/hr = \$102 |

| | |
|---------------------|---------------------------|
| Word Processing | 2 hours @ \$64/hr = \$128 |
| Task 3 Total | \$1,503 |

4. Revise EIR Executive Summary to reflect new conclusions, including updating mitigation measures and alternatives table

| | |
|-----------------------|-----------------------------|
| Environmental Planner | 2 hours @ \$61/hour = \$122 |
| Word Processing | 1 hour @ \$64/hr = \$64 |
| Task 4 Total | \$186 |

5. Revise Chapter 5.0 CEQA required sections to include significant impacts if necessary

| | |
|-----------------------|---------------------------|
| Environmental Planner | 1 hour @ \$61/hr = \$61 |
| Project Manager | 1 hour @ \$102/hr = \$102 |
| Task 5 Total | \$163 |

6. Revise MMRP to include new mitigation

| | |
|-----------------------|-------------------------|
| Environmental Planner | 1 hour @ \$61/hr = \$61 |
| Word Processing | 1 hour @ \$64/hr = \$64 |
| Task 6 Total | \$125 |

7. Prepare new Alternative to avoid or reduce impacts to Archaeological Resources and revise Alternatives Chapter accordingly (if required)

This task assumes that the County will provide LSA with a summary description of the Project Alternative to be analyzed and any necessary graphics. This task assumes one round of review and one round of revisions by the County and LSA respectively.

| | |
|----------------------------|------------------------------|
| Environmental Planner | 10 hours @ \$61/hour = \$610 |
| Cultural Resources Manager | 2 hours @ \$ 94/hr = \$188 |
| Project Manager | 2 hours @ \$102/hr = \$204 |
| Principal | 1 hour @ \$155/hr = \$155 |
| Word Processing | 2 hours @ \$64/hr = \$128 |
| Task 7 Total | \$1,285 |

8. Prepare Recirculation Package for County distribution

LSA will prepare the recirculation package for public review including compiling the chapters to be recirculated, preparing a summary memo per CEQA Guidelines 15088.5 (g), and printing the requested copies. Consistent with LSA's original scope of work, LSA assumes that the County will be responsible for preparing the Notice of Availability/Notice of Completion and distributing the Recirculation Package to the Public and to the State Clearinghouse.

| | |
|--------------------------------|-----------------------------|
| Environmental Planner | 6 hours @ \$61/hour = \$366 |
| Project Manager | 2 hours @ \$102/hr = \$204 |
| Principal | 1 hour @ \$155/hr = \$155 |
| Word Processing | 2 hours @ \$64/hr = \$128 |
| Printing 40 copies @\$100/copy | \$4,000 |
| Task 8 Total | \$4,853 |

9. Respond to Comments on Recirculated DEIR

Prepare draft Responses to Comments for County review.

| | | |
|------------------------------|-----------------------|----------------|
| Cultural Resources Manager | 8 hours @ \$ 94/hr = | \$752 |
| Cultural Resources Principal | 2 hours @ \$145/hr = | \$290 |
| Environmental Planner | 4 hours @ \$61/hour = | \$244 |
| Project Manager | 2 hours @ \$102/hr = | \$204 |
| Word Processing | 1 hour @ \$64/hr = | \$64 |
| Task 9 Total | | \$1,554 |

10. Include all Recirculated Chapters and revisions based on Responses to Comments on the Recirculated Chapters into the Administrative Final EIR

| | | |
|----------------------------|-----------------------|--------------|
| Environmental Planner | 4 hours @ \$61/hour = | \$244 |
| Cultural Resources Manager | 1 hour @ \$ 94/hr = | \$94 |
| Project Manager | 2 hours @ \$102/hr = | \$204 |
| Word Processing | 1 hour @ \$64/hr = | \$64 |
| Task 10 Total | | \$606 |

11. Revise Responses to Comments on Recirculated DEIR and Revisions to DEIR based on County Comments and Prepare Final EIR

| | | |
|----------------------------|-----------------------|--------------|
| Environmental Planner | 3 hours @ \$61/hour = | \$183 |
| Cultural Resources Manager | 1 hour @ \$ 94/hr = | \$94 |
| Project Manager | 2 hours @ \$102/hr = | \$204 |
| Word Processing | 3 hour @ \$64/hr = | \$192 |
| Task 11 Total | | \$673 |

| | | |
|---------------|--|-----------------|
| Task A | Response to Comments | \$8,750 |
| Task A | Contingency | \$0.0 |
| Task B | Revise and Recirculate EIR (if necessary) | \$12,049 |
| Task B | 20% Contingency | \$2,409 |
| TOTAL | | \$23,208 |

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EXHIBIT A

ATTACHMENT 1

Purchase Order #CN12705

Purchasing Detail for Record #: CN12705

Order #: CN12705

Replacement# OR Req#: 257

Vendor: LSA ASSOCIATES, INC.
1998 SANTA BARBARA ST.
SUITE 120
SAN LUIS OBISPO, CA
93401
FAX: 805/782-0796
Contact: JILL O'CONNOR

TaxID: Not Viewable

Order Date: 6/16/2011

Contract Term: 6/30/2013

Purchasing Contact: MARK (805-568-2692)

--BILLING-- Fund: 0001 Dept: 053 LIAcct: 7510 Prog: 3015 Org: 3000 Proj: 210

SIGNED

Bill To

CRYSTA RIDER
123 E. ANAPAMU ST.
SANTA BARBARA, CA
93101

Ship To

CRYSTA RIDER
123 E. ANAPAMU ST.
SANTA BARBARA, CA
93101

Detail Line 1

Description: LSA ASSOCIATES - SERVICE CONTRACT

GENERAL: CONTRACT ISSUED TO PREPARE AN ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED MATTE'S TAVERN HOTEL PER ATTACHED SCOPE OF WORK.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN 6/30/13.

LIMITATIONS: Total expenditure for the period shall not exceed \$97,415.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 08/24/2004) attached.

Insurance documents already on file in Purchasing Division.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)

NOTE TO CONTRACTOR: Prior to performance it is mandatory that you SIGN (see X below) AND IMMEDIATELY MAIL OR FAX THIS DOCUMENT TO COUNTY PURCHASING (FAX #805-568-2705).

Accepted By: (X) _____

Print Name/Title: _____ Date: _____

Applicable License # (Medical/Contractor/Etc): _____

Value: \$97,415.00

Tax: \$0.00

Sub-Total: \$97,415.00

Grand Total: \$97,415.00

**PROPOSAL
TO PREPARE
A FOCUSED ENVIRONMENTAL IMPACT
REPORT
FOR THE PROPOSED
MATTEI'S TAVERN HOTEL**

Submitted to:

Santa Barbara County Planning and Development
Attn: John Zorovich, Senior Planner
624 W. Foster Road, Suite C
Santa Maria, California 93455

Prepared by:

LSA Associates, Inc.
1998 Santa Barbara Street
San Luis Obispo, California 93401

LSA Project No. ZZZ1964A1

LSA

May 16, 2011

V. STUDY METHODOLOGY

Per the County's Request for a Proposal (RFP) for Environmental Services, the following scope of work is provided for the preparation of a focused EIR for the proposed Mattei's Tavern Hotel at 2326 Railway Avenue in Los Olivos.

1.0 PROJECT INITIATION

1.1 Project EIR Kick-Off

LSA's Project Manager and historian, Landscape Architect Robert Carr (No. 3473), and Wallace Group's wastewater and water resources managers will attend one on-site project EIR kick-off meeting with the County's Project Planner. The purpose of the meeting will be to conduct a general reconnaissance of the project site with the County and some of LSA's technical experts in order to discuss the most significant issues on which the EIR would focus. At the EIR kick-off meeting, LSA will also collect all appropriate planning documents, project plans, and other project information that will be necessary to complete a Draft Project Description for the proposed project.

1.2 Draft Project Description

LSA will prepare a Draft Project Description chapter for the EIR that is based on the information supplied by the applicant and contained in County project files. This chapter will provide a comprehensive description of the proposed project, project objectives, and a comprehensive list of all County and resource agency permit approvals needed for the proposed project. The Project Description will address the project site location and legal description; history of the site and development in the area; characteristics of the project; and the local and regional environmental setting (to be written as a separate chapter of the EIR). The description of the project components will include the proposed acreage and land use and development standards. Maps, tables, and matrices will be included to clearly identify project characteristics in an easy-to-read format.

As part of the Project Description task, LSA will also prepare a thorough description of two preliminary project alternatives in addition to the CEQA required "No Project" and "Alternative Project Location" Alternatives. The two alternatives will be based on the known project components and an assessment of the potential project-related environmental impacts based on the applicant's prepared studies. However, because the purpose of the Alternatives Analysis is to assess alternative build scenarios to the proposed project in order to reduce significant impacts, the type and extent of significant impacts will not be completely known until each of the focus areas has been fully analyzed during the preparation of the Administrative Draft EIR. Therefore, it is possible that the preliminary alternatives would have to be modified to respond to impacts identified during the preparation of the



Administrative Draft EIR. LSA will work in coordination with the County staff to determine the appropriate course of alternatives to be analyzed as project impact evaluations progress.

A draft of the Project Description will be submitted to County staff for review. After receipt of County comments and LSA's revisions, LSA recommends that the Draft Project Description be submitted to the Applicant for confirmation to ensure consensus on the data and project components to be evaluated. LSA will request a detailed list of project components and best available site and design plans for the Project Description Chapter to ensure adequate CEQA clearance.

Deliverables: One electronic file of the Draft Project Description and one revised (final) Project Description Chapter based on County and Applicant comments.

2.0 PEER REVIEW OF TECHNICAL STUDIES

2.1 Aesthetic/Visual Resources

The project site is located at a northwest gateway to the Los Olivos Community. Review of the development proposal and project site show that the project would be seen from State Route 154 (Highway 154), Santa Barbara Avenue, Nojoqui Avenue, Railway Avenue, Jonata Street, and other local roadways. Highway 154 is an officially designated State Scenic Highway. Visible project components would include an expansion of Mattei's Tavern, relocation of existing cottages, 64 cottage-style guest rooms, a gymnasium and pool, a meeting/banquet room, and a reception building. Visible changes resulting from the project would also include alteration and expansion of existing parking areas, a 300 ft long retaining wall, landscaping, lighting and signage, and a variety of pedestrian site amenities.

LSA visual subconsultant, Robert Carr, will conduct a peer review to verify the accuracy and appropriate viewpoint selection of the applicant-prepared photo-simulations for incorporation into the aesthetics/visual EIR analysis. If the applicant-prepared photo-simulations are accurate and appropriate, they will be used as the basis for aesthetics/visual analysis in the EIR. If the applicant-prepared photo-simulations are not accurate or appropriate as the basis for the aesthetics/visual EIR analysis, LSA will request corrected or revised photo-simulations, or as an optional task, LSA's subconsultant can prepare new simulations. If nighttime photo-simulations are necessary, they can also be prepared as an optional task. The peer review evaluation method will include a photographic and written inventory of existing site conditions to establish the baseline visual character. The overall extent and quality of project visibility will be documented. This information would also be included in the Environmental Setting section of the EIR.

The peer review will include the following tasks:

- Review of the applicant's methodology for preparing photo-simulations;
- Field verification of the heights and massing of all proposed structures by direct observation of temporarily placed reference poles and other markers;



- Verification of appropriate viewpoint selection for the applicant's prepared photo-simulations by comparing the project to County of Santa Barbara visual policy regarding important view corridors and scenic resources, combined with a full field reconnaissance of potential views to the project;
- Value of applicant's prepared photo-simulation locations in providing full public disclosure of potential aesthetic/visual impacts;
- Verification of the consistency of the applicant's prepared photo-simulations with the proposed project plans, including architectural elevations, landscape plans, grading and site plans, and lighting plans; and
- Preparation of a memorandum documenting the review and conclusions of the peer review of the photo simulations prepared by the Applicant.

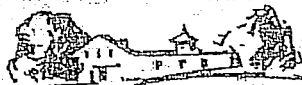
Deliverables: One Hard Copy and one electronic PDF copy of the Peer Review Memorandum of the applicant-prepared photo-simulations.

2.2 Historic Resources

Review Background Materials. An LSA Architectural Historian will review the staff reports and minutes from the public hearings held by the County for the Landmark designations of Mattei's Tavern and the Keenan-Hartley House. This information will be provided to LSA by the County in the form of either hard copy or electronic documents. The purpose of this review is to gain a thorough understanding of the histories of Mattei's Tavern and the Keenan-Hartley House, their importance to the community, and the reasons for their designations. As part of this review, LSA may contact County staff to discuss the background information, comments made during the hearing process, or other topics pertinent to the designations or the proposed project.

Peer Review of Relevant Reports. An LSA Architectural Historian will read the Cultural (Historic) Resources Study and Errata Sheet prepared by Preservation Planning in 2009 and 2010 and analyze the methodology and findings in the context of CEQA compliance, the County's Cultural Resources Guidelines, Archaeological, Historical, and Ethnic Elements as provided in the Santa Barbara County Environmental Thresholds and Guidelines Manual, and current professional standards and practice. In addition, the discussion regarding project impacts will be carefully reviewed for compliance with relevant *Secretary of the Interior's Standards for the Treatment of Historic Properties*, which are typically used to mitigate impacts to a level that is less than significant.

Peer Review Memorandum. An LSA Architectural Historian will prepare a Technical Memorandum regarding Historical Resources containing LSA's comments on the reports prepared by Preservation Planning. This task includes time for the Architectural Historian to participate in a conference call with the County, if necessary, to discuss LSA's peer review. LSA will address any comments by County staff on the Technical Memorandum regarding Historical Resources and, if necessary, revise the Technical Memorandum accordingly.



Deliverables: One Hard Copy and one electronic PDF copy of the Peer Review Memorandum of Historical Resources reports.

2.3 Wastewater and Water Resources

LSA wastewater and water resources subconsultant, Wallace Group, will provide technical reviews of the Applicant’s technical information/reports addressing the proposed on-site wastewater disposal system, drainage, and storm water quality. Wallace Group engineers will prepare a technical memorandum summarizing comments on the applicant’s technical reports. Wallace Group will discuss any comments regarding the peer reviews with the County.

Peer Review of Applicant Proposed On-Site Wastewater Technical Reports. Wallace Group will review the following technical reports regarding wastewater treatment/disposal provided by the Applicant’s Consultant, Penfield & Smith: *The Inn at Mattei’s Tavern On-Site Wastewater Disposal System: Preliminary Flow Calculations and Report*, September 2010, and *The Inn at Mattei’s Tavern On-Site Wastewater Disposal System: Preliminary Nitrogen Study*, March 2011, and will prepare a technical memorandum summarizing its comments. The technical peer review will focus on the proposed on-site wastewater system evaluated by Penfield & Smith. Wallace Group’s review of this discipline area will focus specifically on the engineering aspects of wastewater treatment/disposal, water quality, RWQCB requirements and Basin Plan objectives, and will exclude assessment of other environmental concerns such as visual, biological, and other non-engineering aspects of the proposed on-site wastewater treatment/disposal system. Wallace Group will also conduct a peer review of the wastewater flow calculations prepared by the developer’s consultant as they relate to potable water demand for the proposed development. Wallace Group will review the technical report in light of pertinent CEQA checklists and County Thresholds of Significance questions pertaining to wastewater.

Wallace Group will prepare a brief description of the wastewater setting, particularly in light of on-going consideration of a community wastewater system, as referenced in the RFP. Wallace Group will review, consider and describe possible treatment plant alternatives to achieve Basin Plan and water quality objectives anticipated by the RWQCB.

Peer Review of Applicant Proposed On-Site Storm Water Quality and Drainage Reports. Wallace Group will review the following technical reports regarding storm water quality and drainage provided by the Applicant’s Consultant, Penfield & Smith: *Preliminary Drainage Report: The Inn at Mattei’s Tavern*, December 2010, and *Preliminary Storm Water Quality Report: The Inn at Mattei’s Tavern*, December 2010, and will prepare a technical memorandum summarizing its comments. Wallace Group’s review of this discipline area will focus specifically on the engineering aspects of storm water management, and will exclude assessment of other environmental concerns such as visual, biological, and other non-engineering aspects of the proposed drainage plan. Wallace Group will review the technical report in light of pertinent CEQA checklist and County Thresholds of Significance questions pertaining to hydrology. Wallace Group will review the drainage plan with



respect to County standards for storm water management, RWQCB criteria, and generally accepted engineering practices.

Peer Review Memorandum. Wallace Group will prepare a Technical Memorandum regarding the preliminary flow calculations and report regarding the proposed on-site wastewater treatment disposal system and the associated nitrogen study and a Technical Memorandum regarding the storm water quality and drainage reports. Subsequent to the receipt of comments on the draft Technical Memorandums, Wallace Group will participate in a conference call with the County, if necessary, to address any County questions and/or comments on the technical memorandums.

Deliverables: One Hard Copy and one electronic PDF copy of the Peer Review Memorandums regarding the proposed on-site wastewater treatment and disposal report and nitrogen study, and the storm water quality and drainage reports.

2.4 Transportation/Traffic/Parking

The proposed project has the potential to generate a significant number of vehicle trips and thereby could impact the surrounding circulation system. In addition, Los Olivos experiences traffic delay and safety constraints at the main ingress/egress intersection of Grand Avenue and Highway 154. As a result, potential traffic and parking impacts should be evaluated in the focused EIR.

Peer Review of Traffic and Parking Study and Parking Demand Analysis. LSA's Transportation staff will review the Updated Traffic and Parking Study and a Parking Demand Analysis prepared by Associated Transportation Engineers in March 2011 and December 2010 respectively, to determine whether the studies are satisfactory for use in preparing the traffic analysis for the focused EIR. LSA's peer review will confirm that the study conforms to all applicable local requirements for traffic studies and any applicable provisions of the CEQA and the County's Thresholds as discussed in the County's Environmental Thresholds and Guidelines Manual. LSA will also confirm that the studies were prepared using accepted traffic engineering methodologies and procedures.

Peer Review Memorandum. LSA will present the peer review in a technical memorandum to the County. The technical memorandum will discuss the objectives of LSA's review, relevant CEQA and local planning consistency issues, and LSA's recommendations for additional analysis, if required. The memorandum will recommend any changes that are necessary to the traffic study prior to incorporation into the EIR. LSA transportation staff will coordinate with the County to ensure that any revisions or additional analysis to Associated Transportation Engineers' studies are incorporated and will conduct one subsequent peer review of the revised traffic study, if necessary.

Parking Study. At the request of the County, LSA will conduct parking surveys of the Mattei's Tavern restaurant and project site grounds to provide a second set of data to support the parking analysis in the EIR. LSA will survey the project site parking usage on Friday and Saturday evenings over three separate weekends, one in late June, the 4th of July weekend and one in late July, for a total



of six (6) survey days. The surveys will document the number vehicles parked for Mattei's Tavern both in on-site parking areas, along Railway Avenue, and in the adjacent Church parking lot. These are consistent with the areas being surveyed by ATE. The parking surveys will be conducted from 5 p.m. to 9 p.m. on both Friday and Saturday each of the three weekends.

LSA will prepare a memorandum documenting the parking setting, survey methods and results (percent parking utilization compared to capacity/available spaces and the parking locations).

Deliverables: One Hard Copy and one electronic PDF copy of the Technical Memorandum regarding the Traffic and Parking Study and the Parking Demand Analysis and one Hard Copy and one electronic PDF copy of the Parking Study Memorandum.

2.5 Biological Resources Assessment/Jurisdictional Delineation

Peer Review of Biological Assessment. LSA's biologists will review and evaluate the Biological Assessment (BA) report prepared by Watershed Environmental, Inc., in 2009 to confirm that this report is technically accurate and adequate with respect to the requirements of CEQA, federal, State, and County regulations.

Field Reconnaissance. LSA biologists will conduct a field reconnaissance of the proposed project site in order to generally corroborate the site conditions and technical results identified in Watershed Environmental's report. The approach of this field review will be to spot check areas of particular concern or interest. LSA's experience with these types of technical field reviews indicates that technical errors and/or omissions can be detected with this approach. LSA has allocated one day for this field review. To complete its field reconnaissance, LSA would need the County to provide access to all portions of the subject property and help LSA secure permission from the property owner(s) to access the property, as needed.

Peer Review Memorandum. LSA will prepare a Technical Memorandum regarding biological resources containing LSA's comments on the BA report prepared by Watershed Environmental, Inc. As needed, LSA will request clarification of any ambiguous or unclear issues and will make recommendations for revisions or subsequent additional studies as warranted. This task includes time for LSA's Senior Biologist to participate in a conference call with the County, if necessary, to discuss LSA's peer review. LSA will address any comments by County staff on the Technical Memorandum regarding Biological Resources and, if necessary, revise the Technical Memorandum accordingly.

Deliverables: One Hard Copy and one electronic PDF copy of the Technical Memorandum regarding the Biological Resources Assessment/Jurisdictional Delineation.



3.0 ADMINISTRATIVE DRAFT EIR

The EIR will be prepared in the County's preferred organization and format.

3.1 Executive Summary

This section will be prepared in accordance with § 15123 of the *CEQA Guidelines*, and will cover the following topics: Purpose and Statutory Requirements; public review and project approval processes; standards of adequacy for an EIR; and a brief overview of the Project Description and Environmental Setting. The Executive Summary will include a Summary Table listing all impacts (project specific and cumulative), standard conditions of approval, mitigation measures, and the level of significance after mitigation. The Executive Summary will also summarize the proposed project alternatives and highlight their environmental impacts relative to the proposed project and identify the environmentally superior alternative. The summary will also provide a summary of the growth inducing impacts of the proposed project, known areas of controversy, and issues to be resolved.

3.2 Project Description

The Draft Project Description developed in Task 1.2 and approved by the County will be incorporated into the Administrative Draft EIR.

3.3 Environmental Setting

The description of the local and regional environmental setting establishes the physical baseline to assess impacts, buildout assumptions, significance thresholds, analysis of cumulative impacts, and the formulation of appropriate mitigation measures. LSA will extract information from the technical reports, and other appropriate sources to describe an overview of the project environmental setting in this section of the EIR, including:

1. Description of the physical characteristics of the site and surrounding area (e.g., geology, biology, and land characteristics).
2. Detailed description of the present use of the site and an overview of the study area. The study area will be defined after discussions with County staff. The study area will form the basis for the cumulative impact evaluation; however, cumulative physical areas vary depending on topic. This information will be included here to familiarize the readers with the limits of the cumulative study area. County staff will be responsible for providing detailed environmental and project component specifics as well as any relevant environmental documents for those projects identified within the cumulative development scenario.
3. Descriptions of the current land use designations as well as current zoning for the project site and adjacent properties.

The environmental setting of the proposed project site, particularly as it relates to specific topical areas, will be addressed in greater detail in each topical section of the EIR, as well.



3.4 Environmental Impact Analysis

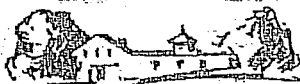
Under CEQA, a significant impact is defined as a substantial, or potentially substantial, adverse change in the environment. CEQA Guidelines direct that this determination be based on scientific and factual data. The focused EIR will specify the thresholds of significance for each impact topic analyzed per the thresholds discussed and outlined in the County of Santa Barbara Environmental Thresholds and Guidelines Manual, the thresholds provided in Appendix G of the CEQA Guidelines, and other applicable agency regulations. The environmental impact analysis will identify all impacts and their level of significance both before and after mitigation. Analysis in each topical section will address project specific as well as cumulative impacts. LSA will consult with County staff and other public agencies as needed regarding the appropriate definition of the cumulative context for all topics. Emphasis will be on readability of the document by the public through clear, concise discussions of the issues. Technical verbiage will be defined if used in the text of the Draft EIR. Detailed technical information will be included in the appendices when appropriate to maintain a clear and concise document.

As needed, mitigation measures will be formulated to address any potentially significant impacts that may remain after compliance with applicable regulations and standard conditions of approval. Each of the topical sections of the EIR will conclude with a discussion of any impacts that cannot be reduced to a level below significance thresholds and which may require a statement of overriding consideration. The County Project Planner will be immediately briefed during the preparation of the Draft EIR on any potentially significant impacts possibly requiring such findings.

For each topical section in the EIR, the analysis will consist of the following tasks:

- **Environmental Setting:** Description of the existing conditions that may affect or would be affected both directly and indirectly by the proposed project;
- **Thresholds of Significance:** Identification of the thresholds of significance to be used for each topical area based on County of Santa Barbara and CEQA Appendix G thresholds.
- **Impact Analysis:** Assessment of the environmental impacts that will be caused by the proposed project based on established thresholds of significance (County of Santa Barbara thresholds and/or CEQA Appendix G), including any potential cumulative impacts. This assessment will be based on technical reports supplied by the Applicant (peer reviewed by the EIR team); and other information provided by the County;
- **Mitigation Measures:** Formulation of specific mitigation measures that can be effectively implemented and monitored during project construction and operations; and,
- **Residual Impacts:** Analysis of the level of significance of project impacts after the application of mitigation measures.

The scope of work for the focused issues areas in the EIR is provided below.



Aesthetics/Visual Resources.

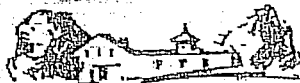
- Determine and document overall visibility of the project from public viewing areas, including a comparison of the existing on-site and through-site visual resources with the project features as proposed.
- Identify key viewing areas based on visual access to the site, viewer-group expectations and sensitivity, along with applicable planning policies. Key views will be prioritized by their relative impact potential based on field analysis and research of relevant planning documents.
- Preliminary identification and analysis of potential conflicts between existing visual resources and the proposed development. This will be accomplished by utilizing the applicant-prepared photo-simulations (if the peer review deems them acceptable) and comparing the identified visual resources with the proposed site plan, design criteria, and relevant information showing architectural drawings, vegetation removal, parking areas, proposed limits of grading, retaining walls, lighting, and landscaping.
- Evaluate project impacts relative to the overall landscape context including surrounding land use, visual harmony with the existing landform and landcover, as seen from important and representative viewing locations, and consistency with existing landscape character. A fundamental part of this analysis will be to consider these physical attributes along with the viewer sensitivity and the viewer's expected response to the proposed changes. In addition the proposed project will be analyzed for consistency with applicable planning policies and guidelines including, the CEQA Initial Study checklist criteria, the Santa Barbara County Visual Aesthetics Impact Guidelines, community scenic values as identified in the County of Santa Barbara planning policy, ordinances, and goals for the Santa Ynez Valley and Los Olivos.

The evaluation will include all proposed structures and site amenities, vegetation removal, parking areas, access roads, retaining walls, grading and earthwork, utilities, lighting, revegetation, landscaping and other proposed project components for their complete effect on all views.

The evaluation will address the potential for lighting impacts and glare, including direct source visibility, reflective characteristics, atmospheric variables and ambient effects. This section will analyze the proposed lighting plan for consistency with the Santa Ynez Outdoor Lighting Ordinance, and other applicable county policy. Effects of the lighting as well as possible mitigation measures will consider current "dark sky" practices in the discussion.

Potential visual changes will be identified in terms of long and short-term impacts. Construction activities and disturbance will be addressed, as well as consideration of any proposed landscaping plant growth rates and size potential.

It is anticipated that potential viewers may experience the project as an alteration of overall landscape character in addition to its individual components. Accordingly, the analysis methodology will also evaluate the cumulative effect that each of the individual project components will have on the visual character of the surrounding landscape. The visual section will consider the project's contribution to a potential change to the Highway 154 corridor when seen with other approved or pending projects in the area.



- Provide impact-specific mitigation measures and identify any significant adverse unavoidable visual impacts and residual impacts.

Cultural (Historic) Resources. Upon completion of the peer review and concurrence of the adequacy of the cultural resources studies prepared for the proposed project (Preservation Planning Associates 2009 and 2010, and Dudek 2009) for use in the EIR, LSA will prepare the cultural resources section to address the components outlined above for the Administrative Draft EIR. The Environmental Setting section will provide a thorough summary of the historic cultural setting of the Mattei's Tavern site and vicinity based upon the information documented in the original and supplemental cultural resources studies as well as any applicable information from County hearings when the historic buildings were designated as such.

The EIR will evaluate the potential significant effects of the proposed project design components on the designated historic landmarks of Mattei's Tavern, the Keenan-Hartley House and other resources on the property as to whether the project would cause a substantial adverse change in the significance of those resources, pursuant to the CEQA Guidelines Section 15064.5 and Section 8 of the Santa Barbara County Environmental Thresholds and Guidelines Manual. The Cultural Resources section of the EIR will focus on the historic resources as potentially affected by the proposed project pursuant to the information contained in the Request for Proposals. However, should LSA's review of the Phase I Cultural Resources Survey (Dudek 2009) conclude that there would also be the potential for prehistoric resources to be affected by the proposed project, LSA will discuss this matter with the County during the peer review task prior to the preparation of the Administrative Draft EIR.

Mitigation measures, standard measures, and/or project design refinements, as appropriate, will be prescribed to reduce any identified significant adverse impacts to cultural historic resources to the degree feasible, and, if possible, below the thresholds of significance specified in the EIR.

Transportation/Traffic and Parking. Upon completion of the peer review of the Traffic and Parking studies, concurrence on the adequacy of the traffic and parking studies prepared for the proposed project for use in the EIR, and the receipt of any supplemental information provided by the applicant if necessary, LSA will prepare the EIR Transportation/Circulation section analysis according to the specifications provided in Task 3.4 Environmental Impact Analysis described above.

Water Quality, Drainage, and Wastewater. Upon receipt of the wastewater treatment and disposal, storm water and drainage reports, concurrence on the adequacy of the wastewater and drainage reports prepared for the proposed project for use in the EIR, and the receipt of any supplemental information provided by the applicant if necessary, LSA will prepare the Water Quality and Wastewater sections of the Draft EIR analysis according to the specifications provided in Task 3.4 Environmental Impact Analysis described above.



Biological Resources. Upon completion of the peer review of the BA and Jurisdictional Delineation, concurrence on the adequacy of the BA prepared for the proposed project for use in the EIR, and the receipt of any supplemental information provided by the applicant if necessary, LSA will prepare the EIR Biological Resources section analysis according to the specifications provided in Task 3.4, Environmental Impact Analysis described above.

Air Quality/Greenhouse Gas Emissions. The proposed project is located in the South Central Coast Air Basin (Basin). Air quality in this area is administered by the Santa Barbara County Air Pollution Control District (SBCAPCD). LSA will summarize and organize information about air quality impacts based on the analysis of project air quality impacts already conducted by the SBCAPCD. The results from the URBEMIS and CalEEMod modeling will be compared, and the most appropriate modeling will be used in the CEQA analysis. It is not anticipated that LSA air quality specialists will be required to generate the permit application for the proposed diesel generator as part of this EIR Scope of Work.

Due to the County's nonattainment status for ozone and the regional nature of the pollutant, the project's total emissions of the ozone precursors, oxides of nitrogen (NO_x) or reactive organic compounds (ROC), will be compared to the SBCAPCD's long-term threshold. The air quality section will provide the components for each Administrative Draft EIR section as listed above for each topic. The impact analysis will include a discussion of all direct and indirect, long term and short term, air quality impacts of the proposed project and the classification of the significance of long-term impacts using established criteria. The significance of any identified air quality impacts will be assessed by determining if the project air emissions either 1) interferes with progress toward the attainment of the ozone standard by releasing emissions which equal or exceed the established long-term quantitative thresholds for NO_x and ROC; or 2) equals or exceeds the State or federal ambient air quality standards for any criteria pollutant (as determined by modeling).

Significant cumulative air quality impacts of the project will also be addressed. Cumulative air quality impacts and consistency with the policies and measures in the Air Quality Supplement of the Comprehensive Plan, other general plans, and the AQAP will be determined for the proposed project (i.e., whether the project exceeds the AQAP emission projections or growth assumptions) by analyzing if, as a result of the project, there will be: 1) emissions which may affect sensitive receptors (e.g. children, elderly, or acutely ill); 2) toxic or hazardous air pollutants in amounts which may increase cancer risk for the affected population; or 3) odor or another air quality nuisance problem impacting a considerable number of people.

LSA will work with the County, and if necessary, the SBCAPCD to identify feasible mitigation measures to reduce or avoid potentially significant air quality impacts. Mitigation measures will be developed as indicated in the impact analysis.

All calculations and assumptions used in assessing long-term air quality impacts will be included in the EIR Appendices.



Environmental Issue Areas Determined to be Less Than Significant. Based on information provided in the RFP/Scoping Paper, the County concluded that impacts associated with the following environmental issue areas would be less than significant as a result of implementation of the proposed project:

- Agricultural Resources
- Cultural (pre-historic) and Paleontological Resources
- Energy
- Fire Protection
- Geology and Soils
- Hazardous Materials/Risk of Upset
- Land Use/ Population and Housing
- Noise
- Public Facilities and Service Systems (other than wastewater)
- Recreation

This scope of work anticipates that impacts to **mineral resources** would also be less than significant. A brief description of the less than significant issue areas will be included in the EIR along with justification of why they were deemed less than significant. LSA will group the “less than significant” issues into a single EIR section titled *Effects Found not to be Significant* under the CEQA-Required Discussions as noted below. However, LSA will defer to the County if it would like to present the issues that are “less than significant” in a specific alternative format. Discussions of “less than significant” issues will be based on project and existing setting information provided by County staff.

In the event that after public input to the Notice of Preparation or during the preparation of the focused EIR, it becomes apparent that one or more of the above issue areas warrant analysis in more detail, LSA will provide the County with an adjusted scope of work and budget estimate for review and approval.

3.5 Other CEQA-Required Discussions

Growth-Inducing Impacts. *CEQA Guidelines* (§15126.2(d)) state that for the preparation of EIRs, growth-inducing effects are defined as “...ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.” The *CEQA Guidelines* expand upon this description by stating, “Included in this are projects which would remove obstacles to population growth (a major expansion of a wastewater treatment plant might, for example, allow more construction in service areas).” This section of the EIR will analyze the proposed project in terms of its potential to substantially induce growth in the surrounding area or region, and will include the following tasks:



- LSA will review and summarize all applicable planning documents as they relate to growth-inducing impact information.
- LSA will review the proposed project in terms of its potential for fostering economic or population growth, either directly or indirectly, within the study area.
- LSA will identify significant growth-inducing impacts, if any, and feasible mitigation measures will be prescribed as necessary.

Significant Unavoidable Effects and Significant Irreversible Environmental Effects. These sections are prepared pursuant to CEQA Guidelines §15126.2 (b) and (c) after the balance of the EIR analyses have been completed. These sections will summarize any unavoidable significant impacts of the project and the irreversible environmental impacts of the project.

Effects Found Not To Be Significant. The specific environmental effects of the proposed project found not to be significant as discussed above under Task 3.4 will be described and explained in this separate section in the EIR.

List of Preparers and Contributors, References, Persons and Organizations Contacted. Separate chapters will be prepared in the EIR for References, Preparers and Contributors, and Organizations and Persons Consulted.

3.6 Alternatives Analysis

CEQA Guidelines, §15126 (a), requires an EIR to describe a reasonable range of alternatives to a project, or to the location of a project, which could feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. An analysis of various alternatives to the proposed project will be required as part of the focused EIR. The Alternatives Analysis section will be prepared in accordance with §15126(d) of the *CEQA Guidelines*, and will include, as required, the "No Project" Alternative and Alternative Project Location. The discussion will include reasonable alternatives capable of eliminating or reducing significant adverse environmental effects to a level of insignificance. Secondary impacts of the alternatives will be discussed, but in less detail than the significant effects of the project as per CEQA §15126(d)(4).

Given the CEQA mandates, this section of the EIR will: (1) describe the range of reasonable alternatives to the project; (2) examine and evaluate resource issue areas where significant adverse environmental effects have been identified and compare the relative impacts of the alternatives to those of the proposed project; and, (3) identify the Environmentally Superior Alternative.

The EIR will use an alternative screening analysis to derive two build alternatives to be evaluated in detail. This screening analysis will use the "rule of reason" methodology as discussed in CEQA (*Guidelines* §15126.6(f)) that requires that EIRs address a range of only those feasible alternatives



that are necessary to permit a reasoned choice. In defining feasibility of alternatives the *CEQA Guidelines* state: "Among the factors that may be taken into account when addressing the feasibility of alternatives are site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries (projects with a regionally significant impact should consider the regional context), and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site" (§15126.6(f)(1)). Through consideration of possible alternatives with the County, if an alternative is found to be infeasible, as defined above, then it will be dropped from further consideration. In addition, CEQA states that alternatives should "...attain most of the basic objectives of the project..." (§15126.6(a)). If an alternative is found to not obtain the basic objectives of the proposed project, then it will also be eliminated.

Initially, some of the alternatives to the proposed project that could be examined in the EIR in order to reduce the currently anticipated significant unavoidable adverse impacts to visual and historic resources include, but are not limited to: a Redesigned Project Alternative, which could alter the layout or level of improvements to avoid impacts to visual resources; and a Reduced Density Project Alternative, which could involve a hotel consisting of few or smaller rooms and a smaller restaurant expansion. Because the key purpose of the alternatives analysis is to address alternatives that would reduce any significant environmental impacts of the proposed project, it is possible that other alternatives will become apparent during the preparation of the Administrative Draft EIR. LSA will coordinate closely with the County during the development of the Administrative Draft EIR to ensure that the County is in agreement with the two primary build alternatives chosen for analysis. If additional alternatives are requested by the County to be analyzed, LSA's budget may need to be amended.

The Alternatives Analysis will consist of the following scope of work.

1. Analysis of the alternatives listed below:
 - No Project/Planned Uses Alternative
 - Alternative Project Location
 - Redesigned Project Alternative
 - Reduced Density Project Alternative
2. A table displaying the major characteristics and significant environmental effects of each alternative, and a discussion of any other significant effects that may result from an alternative in addition to those caused by the proposed project.
3. Identification of the Environmentally Superior Alternative. If the "No-Project" alternative is determined to be the preferred alternative, an Environmentally Superior Alternative will be identified among the other alternatives in accordance with CEQA Guidelines 15126.6(e)(2).



3.7 Policy Consistency Analysis

The Policy Consistency section will provide a preliminary analysis of project consistency with County plans, policies, actions, and development standards, including the recently adopted Santa Ynez Valley Community Plan, which is a part of the County General Plan and pertains to the proposed project site. The policy consistency section will include a consistency analysis of only those topical areas addressed in the focused EIR.

3.8 Mitigation Monitoring and Reporting Plan

Public Resources Code §21081.6 requires an agency making findings pursuant to CEQA adopt a reporting or monitoring program to ensure implementation of mitigation measures to avoid or minimize significant environmental effects. LSA has prepared numerous MMRPs as part of the CEQA process and is familiar with current monitoring program preparation techniques. The purpose of the MMRP will be to ensure compliance with all prescribed mitigation measures identified in the EIR. The MMRP will be developed using the preferred County format and will include the following:

- Identification of responsible parties and duties for each mitigation measure; and,
- Implementation procedures, including timing and frequency of monitoring and reporting activities for each mitigation measure.

A draft MMRP will be prepared as part of the Administrative Draft EIR in order to allow the reviewing agencies to comment. The monitoring program will contain procedures that are reasonable and feasible to implement given the current contracting procedures and construction techniques. Development of the MMRP will include the following scope of work:

MMRP Tasks.

1. LSA will review the mitigation measures provided in the Administrative Draft EIR and prepare a list of all mitigation measures that will require implementation if the project were approved. This list will form the basis of the MMRP.
2. LSA will review any monitoring program management plans currently existing with the County at the time of preparation of the monitoring plan. The management parameters will be set up based on current County standards. This MMRP will specify the duties of the various management personnel directly responsible for the monitoring.
3. Preparation of the MMRP will include establishment of a monitoring program with all mitigation measures requiring monitoring categorized by discipline. This program will outline the various components that will be required for each discipline, identify the appropriate timing of monitoring for each component tied to County permit issuance or project construction phase, identify the personnel responsible for monitoring, and determine the method of compliance.

Deliverables: Five (5) double-sided, spiral-bound hard copies and one electronic copy of the Administrative Draft EIR.



4.0 DRAFT EIR

After receipt of comments from the County on the Administrative Draft EIR, the documentation will be revised and a Draft EIR for public review will be prepared. The Draft EIR will include the main volume and a second volume that includes the technical reports and other referenced appendices to the Draft EIR. This scope of work anticipates a moderate level of revisions. Major revisions to the Administrative Draft EIR and/or new or substantially expanded technical analyses are not anticipated. This scope of work assumes that the County will distribute the Draft EIR and prepare the Notice of Availability/Notice of Completion to the State Clearinghouse and representative agencies.

Deliverables: Fifty (50) double-sided, spiral-bound hard copies, one "camera ready" reproducible hard copy, and one reproducible and downloadable CD of the Draft EIR.

5.0 ADMINISTRATIVE FINAL EIR

5.1 Draft Response to Comments

LSA will bracket and number the individual comments within each comment letter and will prepare a draft Responses to Comments document, coordinating with the County for assistance as necessary in preparing responses and developing the response document. It is suggested that a strategy meeting be held with the County to discuss the comments, the County's desired format for the responses, and identify any information or data needs from either County staff or Applicant team. The draft Response to Comment document will be submitted to the County for review and approval. A final version of the Response to Comment document will be prepared upon receipt of County comments and edits to be included in the Administrative Final EIR submittal. A total of 40 hours have been included as part of the scope of work for responding to public and agency comments on the Draft EIR. Should preparation of the response to comments section significantly exceed this level of effort, LSA will notify the County and request a revised scope of work for this task.

Deliverables: One electronic copy each of the Draft and Final Responses to Comments document.

5.2 Draft Findings and Overriding Considerations

LSA will prepare Draft CEQA Findings and Statement of Overriding Considerations in a format approved by the County. The draft statements will be submitted to the County for review and approval. Final versions of these documents will be prepared upon receipt of County comments and edits and included as part of the Administrative Final EIR submittal. An hourly, not-to-exceed, budget of 18 hours has been included for preparation of the Draft CEQA Findings and Statement of Overriding Considerations.

Deliverables: One electronic copy each of the Draft and Final Findings and Overriding Considerations document.



5.3 Administrative Final EIR

The Draft EIR text will be revised to reflect any substantial changes made in response to comments on the Draft EIR. The response to comments will be added as a separate chapter to the EIR and modifications will be made to language in the Draft EIR, as necessary, by using redline/strikeout for added and deleted text.

Deliverables: Five (5) double-sided, spiral-bound hard copies and one electronic copy of the Administrative Final EIR.

6.0 FINAL EIR

A Proposed Final EIR for decision-maker consideration will be prepared based on City comments on the Administrative Final EIR.

Deliverables: Twenty-five (25) double-sided, spiral-bound hard copies, one "camera ready" reproducible hard copy, and one reproducible and downloadable CD of the Final EIR will be provided.

7.0 MEETINGS

In addition to the combined **kickoff/site meeting**, LSA will attend **two additional team meetings** with County staff during the environmental analysis tasks, for a total of three scheduled and budgeted team meetings with County staff. LSA has also budgeted for the Project Manager to attend **three public hearings** on the project. LSA will also be available for conference calls throughout the EIR process.

Two Wallace Group engineers and Robert Carr will attend one combined **kickoff/site meeting** with LSA and County staff to review the project site conditions, review project objectives, timelines, scope of work, and other project related matters.

8.0 PROJECT MANAGEMENT

Effective project management is critical to the success of environmental analysis, especially when projects require teams of technical experts. LSA's Project Manager Pam Reading will oversee all staff, including technical subconsultants, working on the proposed project and will be responsible for managing the day-to-day activities associated with the proposed project. Day-to-day project management responsibilities include regular coordination with the County, contract management, oversight of team members, schedule coordination, and development of products. Each month, the Project Manager will provide the County's Project Manager a summary of the prior month's work on EIR tasks.

Jill O'Connor, LSA's Principal in Charge, will monitor the progress of the project, oversee the quality of the team's deliverables and coordinate with Ms. Reading and County staff to resolve any schedule, product, or budget matters as needed.



LSA

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VI. COST SUMMARY

LSA proposes to conduct the scope of work described herein for an estimated not to exceed base budget of \$88,559 (eighty-eight thousand, five hundred fifty-nine dollars). In addition, as requested in the RFP, a ten percent contingency fee of \$8,856 is added for a total budget of \$97,415 (ninety-seven thousand, four hundred fifteen dollars). A detailed budget spreadsheet by task is provided in Table B and provides the estimated hours per person by task and issue area.

Budget Specifications

The cost estimate is based on the specifications listed below.

- The cost to prepare the EIR is based solely on tasks included in the scope of services presented in our proposal.
- The cost proposal is based on hourly labor rates and material cost markups for LSA provided with this scope of services. The billing rates represented on the budget spreadsheet are calculated based on salary, plus an administrative/overhead expense of 164.81 percent, plus a 10 percent profit.
- Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by County needs and other circumstances. LSA will endeavor to perform the services and accomplish the objectives within the estimated costs and schedule; however, if the scope of work or estimated schedule changes, LSA reserves the right to revise our costs accordingly.
- This scope and cost estimate assumes preparation of one Administrative Draft EIR, one public review Draft EIR, one Administrative Final EIR and one Final EIR. County review comments on these deliverables shall be nonconflicting and consolidated to LSA.
- The County will be responsible for the publication and/or posting of notices and payment of associated filing fees and costs.
- LSA Project Management time is based on the schedule duration proposed herein. Any extension of the schedule for reasons out of LSA's control may warrant review of the budgeted hours for EIR task management.



LSA

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LSA

Table B: Proposed EIR Budget

| Principal in Charge | Project Manager/Senior Planner | Environmental Planner | Principal Biologist | Senior Biologist | Principal Archaeologist | Senior Cultural Resources Manager/Historian | Senior/Air Quality Specialist | Principal Transportation Planner | Graphics/GIS | Production/Clerical | LSA Labor Total | Subcontractant (Wallace Group) Labor Total | Subcontractant (Bob Carr) Labor Total | Reimbursables (copies, travel, mileage, etc.) | Total |
|---|--------------------------------|-----------------------|---------------------|------------------|-------------------------|---|-------------------------------|----------------------------------|--------------|---------------------|-----------------|--|---------------------------------------|---|----------|
| Handy Rate | \$102 | \$61 | \$187 | \$91 | \$145 | \$94 | \$99 | \$133 | \$91 | \$64 | \$1,776 | \$500 | \$195 | \$250 | \$2,721 |
| Task 1.0: Project Initiation | 6 | | | 8 | | 3 | | | 6 | 2 | \$2,099 | \$500 | \$195 | \$250 | \$2,699 |
| 1.1: Project Kick-off | 2 | | | | | | | | 6 | 2 | \$4,271 | \$500 | \$195 | \$250 | \$5,420 |
| 1.2: Draft Project Description | 3 | 18 | | 8 | | | | | 6 | 2 | \$3,959 | \$500 | \$195 | \$250 | \$5,919 |
| Task 2.0: Peer Review of Technical Studies | | | | | | | | | | | \$5,001 | \$8,000 | \$1,500 | \$3,000 | \$18,501 |
| 2.1: Visual Resources | 2 | | | | | 44 | | | 1 | 2 | \$3,959 | \$500 | \$195 | \$250 | \$5,919 |
| 2.2: Historical Resources | 2 | | | | | | | | | | \$4,022 | \$500 | \$195 | \$250 | \$5,977 |
| 2.3: Wetlands and Water Resources | 2 | | | | | | | 26 | | | \$2,924 | \$8,000 | \$1,500 | \$3,400 | \$14,824 |
| 2.4: Transportation/Traffic/Paving | 4 | | | 20 | | 44 | | 26 | 1 | 2 | \$10,334 | \$8,000 | \$1,500 | \$3,400 | \$24,668 |
| 2.5: Biological Resources | 2 | | | 20 | | | | | | | \$996 | | | | \$996 |
| Task 3.0: Administrative Draft EIR | | | | | | | | | | | \$508 | | | | \$508 |
| 3.1: Executive Summary | 1 | 10 | | | | | | | | | \$1,434 | | | | \$1,434 |
| 3.2: Project Description | 1 | 2 | | | | | | | 4 | 5 | \$18,694 | \$1,500 | \$1,600 | \$2,100 | \$22,794 |
| 3.3: Environmental Setting | 6 | 8 | | | | 40 | | 24 | 8 | 10 | \$2,720 | | | | \$5,440 |
| 3.4: Environmental Impact Analysis | 8 | 24 | | 8 | | | | | | 3 | \$4,479 | | | | \$8,958 |
| 3.5: CEQA-Required Discussions | 2 | 40 | | | | | | | | 1 | \$1,808 | | | | \$3,616 |
| 3.6: Alternatives Analysis | 4 | 16 | | | | | | | | 2 | | | | | \$3,616 |
| 3.7: Policy Consistency Analysis | 1 | 4 | | | | | | | | | | | | | \$3,616 |
| 3.8: Mitigation Monitoring and Reporting Plan | 1 | | | | | | | | | | | | | | \$3,616 |
| Deliverable (5 spiral bound double-sided hard copies @ \$60/copy) | | | | | | | | | | | \$31,371 | \$1,500 | \$1,600 | \$2,100 | \$35,571 |
| Subtotal for Task 3.0 | 17 | 42 | 4 | 8 | 0 | 40 | 25 | 24 | 12 | 27 | \$4,320 | \$0 | \$0 | \$1,000 | \$13,320 |
| Task 4.0: Draft EIR | | | | | | | | | | | | | | | |
| 4.1: Draft EIR | 6 | 12 | 24 | | | | | | | | \$4,320 | \$0 | \$0 | \$1,000 | \$13,320 |
| Deliverable (50 spiral bound double-sided hard copies @ \$60/copy and 1 CD) | | | | | | | | | | | | | | | |
| Subtotal for Task 4.0 | 6 | 12 | 24 | 0 | 0 | 0 | 0 | 0 | 2 | 8 | \$4,320 | \$0 | \$0 | \$1,000 | \$13,320 |
| Task 5.0: Administrative Final EIR | | | | | | | | | | | | | | | |
| 5.1: Draft Response to Comments | 2 | 4 | 32 | | | | | | | | \$2,800 | | | | \$5,600 |
| 5.2: Draft Findings and Overriding Considerations | 2 | 4 | 10 | | | | | | | | \$1,458 | | | | \$2,916 |
| 5.3: Administrative Final EIR | 2 | 6 | 20 | | | | | | 2 | 4 | \$2,584 | | | | \$5,168 |
| Deliverable (5 spiral bound double-sided hard copies @ \$60/copy) | | | | | | | | | | | | | | | |
| Subtotal for Task 5.0 | 6 | 14 | 62 | 0 | 0 | 0 | 0 | 0 | 2 | 8 | \$6,842 | \$0 | \$0 | \$200 | \$7,042 |
| Task 6.0: Final EIR | | | | | | | | | | | | | | | |
| 6.1: Final EIR | 2 | 4 | 16 | | | | | | | | \$2,394 | | | | \$4,788 |
| Deliverable (25 spiral bound double-sided hard copies @ \$60/copy and 1 CD) | | | | | | | | | | | | | | | |
| Subtotal for Task 6.0 | 2 | 4 | 16 | 0 | 0 | 0 | 0 | 0 | 2 | 8 | \$2,394 | \$0 | \$0 | \$1,500 | \$3,894 |
| Task 7.0: Meeting Attendance | | | | | | | | | | | | | | | |
| 7.1: Team Meetings (2) | 8 | | | | | | | | | | \$816 | | | | \$1,632 |
| 7.2: Public Hearings (2) | 12 | | | | | | | | | | \$2,040 | | | | \$4,080 |
| Subtotal for Task 7.0 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$1,857 | | | \$3,714 | |
| Task 8.0: Project Management | | | | | | | | | | | | | | | |
| 8.1: Project Management | 6 | 12 | | | | | | | | | \$2,157 | | | \$0 | \$4,314 |
| Subtotal for Task 8.0 | 6 | 12 | 0 | 0 | 0 | 0 | 25 | 50 | 25 | 55 | \$6,616 | \$10,000 | \$4,355 | \$8,040 | \$29,621 |
| TOTAL BUDGET | 45 | 128 | 294 | 8 | 36 | 2 | 25 | 50 | 25 | 55 | \$72,780 | \$11,000 | \$4,791 | \$8,844 | \$97,415 |
| 10% CONTINGENCY | | | | | | | | | | | | | | | |
| TOTAL BUDGET WITH CONTINGENCY | | | | | | | | | | | | | | | |

LSA has included a kick-off meeting (Task 1.1) as the 3rd team meeting.



EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation at Selected Milestones

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$120,623.

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 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 presentation.

| Percentage of Total Contract Amount Maximum Amount Chargeable (base contract) | Milestone Description |
|---|--|
| Notice to Proceed 10% | Signature of Contract (NOP) |
| Task 1 25% | ADEIR Submittal and acceptance by County |
| Task 2 25% | Draft EIR submittal and acceptance by County |
| Task 3 20% | Proposed Final EIR submittal and acceptance by County |
| Task 4 20% | Satisfactory completion of all remaining contract duties, including public hearing attendance |

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory. In the event the results of the archaeological extended phase 1 survey requires recirculation of the Environmental Impact Report, then the funds specified for Exhibit A, Task B would be paid as follows: Notice to Proceed: 10%; Satisfactory completion of contract duties: 90%. Use of the contingency would be authorized by the Director of Planning & Development.

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.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of

Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification

EXHIBIT D

YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY FOR GOODS AND SERVICES

CONTRACTOR warrants that any Products furnished by CONTRACTOR pursuant to this agreement shall support a four-digit year format and be able to accurately process date and time data from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, as well as leap year calculations. For purposes of this warranty, "PRODUCT" shall include, without limitation, any piece of component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components of subroutines therein together with updates, upgrades and enhancements on same and all services, wherever such compliance is appropriate. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in Product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the Product from operating correctly using dates beyond December 31, 1999, CONTRACTOR shall restore or repair the Product to the same level of functionality as existed prior to the date malfunction, so as to minimize interruption to COUNTY's ongoing business processes, time being of the essence. In the event that such warranty compliance requires the acquisition of additional Products, the expense for any such associated or additional acquisitions that may be required, including without limitations, data conversion tools, shall be borne exclusively by CONTRACTOR.

In the event that restoration, repair and/or replacement is inadequate to prevent or remedy loss, CONTRACTOR shall defend, indemnify and save harmless COUNTY, its agents, officers, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the failure of this warranty or occasioned by the performance or attempted performance of the Product(s), including, but not limited to, any act or omission to act on the part of CONTRACTOR or its agents, officers, employees or independent contractors.

Nothing in this warranty shall be construed to limit any rights or remedies the COUNTY may otherwise have under this Agreement with respect to defects other than Year 2000 performance. CONTRACTOR shall obtain the same assurances from all other suppliers whose products CONTRACTOR relies upon for operation of CONTRACTOR's Product(s) and shall furnish them to COUNTY upon request.

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Dealey, Renton & Associates
P. O. Box 12676
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
LSA Associates, Inc.
20 Executive Park, Suite 200,
Irvine, CA 92614

INSURER A: **Hartford Fire Ins. Co.**
INSURER B: **American Automobile Ins. Co.**
INSURER C: **Lloyd's Syndicate 2623**
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|--|---------------|----------------------------------|-----------------------------------|---|-------------|
| | | | | | | |
| A | GENERAL LIABILITY | 57CESOF4492 | 09/30/11 | 09/30/12 | EACH OCCURRENCE | \$1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) | \$300,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | | | | | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | |
| A | AUTOMOBILE LIABILITY | 57JUNIF1488 | 09/30/11 | 09/30/12 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | AGG | \$ |
| | | | | | EACH OCCURRENCE | \$ |
| | | | | | AGGREGATE | \$ |
| | | | | | RETENTION | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WZP80995939 | 09/30/11 | 09/30/12 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 |
| C | OTHER Professional Liability | W11F2C110101 | 09/30/11 | 09/30/12 | \$2,000,000 per claim | |
| | | | | | \$4,000,000 annl aggr. | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
General Liability policy excludes claims arising out of the performance of professional services.

All Operations.
The County of Santa Barbara, its Officers, Agents and Employees are
(See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

County of Santa Barbara
Planning & Development
Attn: Gloria Kelm
123 E. Anapamu Street
Santa Barbara, CA 93101

AUTHORIZED REPRESENTATIVE

Gloria Kelm

DESCRIPTIONS (Continued from Page 1)

additional Insureds to General and Auto Liability. Insurance is Primary and Non-Contributory. Insurance is Primary & Non-Contributory with Severability of Interest Clause.

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

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|--|
| County of Santa Barbara Planning & Development Attn: Gloria Kelm 123 E. Anapamu Street Santa Barbara, CA 93101 | The County of Santa Barbara, Its Officers, Agents and Employees |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

- A. Section II - Who Is An Insured** 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" caused, 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.
- B.** 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:

1. 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
2. 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.

Contract Summary Form:

- D1. Fiscal Year : FY 12/13
 D2. Budget Unit Number : 053
 D3. Requisition Number : N/A
 D4. Department Name : Planning and Development
 D5. Contact Person : Doug Anthony
 D6. Phone : (805) 934-6559
-
- K1. Contract Type (*check one*): Personal Service Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose : Inn at Mattei's Tavern EIR
 K3. Original Contract Amount : \$97,415.00 (CN12705)
 K4. Contract Begin Date : 06/16/11
 K5. Original Contract End Date : 06/30/12
 K6. Amendment History (*leave blank if no prior amendments*): 1

| <i>Seq#</i> | <i>EffectiveDate</i> | <i>ThisAmndtAmt</i> | <i>CumAmndtToDate</i> | <i>NewTotalAmt</i> | <i>NewEndDate</i> | <i>Purpose (2-4 words)</i> |
|--------------|----------------------|---------------------|-----------------------|--------------------|-------------------|---|
| New Contract | Amount | \$120,623.00 | Begin Contract | Date | 7/1/12 | Contract End Date 06/30/13 Total Increase contract amount |
| Expenditures | \$53,135.40 | | | | | |
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- K7. Department Project Number :
- B1. Is this a Board Contract? (*Yes/No*) : Yes
 B2. Number of Workers Displaced (*if any*) : N/A
 B3. Number of Competitive Bids (*if any*) : N/A
 B4. Lowest Bid Amount (*if bid*) : N/A
 B5. If Board waived bids, show Agenda Date : N/A
 B6. ... and Agenda Item Number : N/A
 B7. Boilerplate Contract Text Unaffected? (*Yes/No.*): No-Added 2 paragraphs to #9 conflict of interest Added Section#30 Subcontractors,#31 Handling of Proprietary Information,#32 Immaterial Changes,#33 news Releases/Interviews.
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- F1. Encumbrance Transaction Code : 1701
 F2. Current Year Encumbrance Amount : \$0.00
 F3. Fund Number : 0001
 F4. Department Number : 053
 F5. Division Number (*if applicable*) : 3015/3000/210
 F6. Account Number : 7510
 F7. Cost Center number (*if applicable*) : N/A
 F8. Payment Terms : Net 30
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- V1. Vendor Numbers (*A=uditor; P=urchasing*) : 002704
 V2. Payee/Contractor Name : LSA Associates, Inc
 V3. Mailing Address : 1998 Santa Barbara Street, Suite 120
 V4. City State (*two-letter*) Zip : San Luis Obispo, CA 93401
 V5. Telephone Number : (805) 782-0745
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) : 94-2341614
 V7. Contact Person : Robert McCann
 V8. Workers Comp Insurance Expiration Date : 09/30/12
 V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*) : 09/30/12
 V10. Professional License Number : #n/a
 V11. Verified by (*name of County staff*) : Julie Miriani
 V12. Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.
 Date : _____ Authorized Signature: _____