

Attachment C

Padre BC13080

Attachment 3



County of Santa Barbara
BOARD OF SUPERVISORS

Minute Order

October 09, 2012

Present: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Gray,
and Supervisor Lavagnino

PUBLIC WORKS

File Reference No. 12-00784

RE: Consider recommendations regarding the Tajiguas Landfill Phase 2 Partial Final Closure Construction, County Project No. 129913, Third District, as follows:

- a) Authorize the Director of Public Works to advertise for the construction of the Tajiguas Landfill Phase 2 Partial Final Closure Construction Project, County Project No. 129913; and
- b) Find that pursuant to CEQA Guidelines Section 15162, no substantial changes are proposed, and no new information of substantial importance has come to light regarding environmental effects of the Tajiguas Landfill Phase 2 Partial Final Closure Construction Project or of the sufficiency or feasibility of mitigation measures, and therefore the project and the authorization to advertise for construction is within the scope of the project covered by the Tajiguas Landfill Expansion Project EIR (01-EIR-05) certified by the Board of Supervisors on August 13, 2002, the Addendum to 01-EIR-05 dated November 8, 2006 and accepted by the Board of Supervisors on December 5, 2006 and the Tajiguas Landfill Reconfiguration and Baron Ranch Restoration Project Subsequent EIR (08-EIR-00000-00007) certified May 5, 2009.

A motion was made by Supervisor Carbajal, seconded by Supervisor Gray, that this matter be Continued, as follows:

October 16, 2012 in Santa Barbara.

The motion carried by the following vote:

Ayes: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Gray,
and Supervisor Lavagnino

Contract Summary Form:

Contract Number : 22-13-180

- D1. Fiscal Year..... : FY 2012-13 through FY 2014-15
- D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) :
- D3. Requisition Number
- D4. Department Name : Public Works, Resource Recovery & Waste Mgmnt
- D5. Contact Person..... : Joddi Leipner
- D6. Phone : 805-882-3614

- K1. Contract Type (check one): Personal Service Capital Project/Construction
- K2. Brief Summary of Contract Description/Purpose : Preparation of Subsequent EIR
- K3. Original Contract Amount : \$193,178 (includes a contingency amount of \$32,196)
- K4. Contract Begin Date : November 13, 2012
- K5. Original Contract End Date : December 31, 2014

K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>Amt</u>	<u>CumAmndt</u>	<u>ToDate</u>	<u>NewTotal</u>	<u>Amt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
			\$	\$		\$			

K7. Department Project Number..... : 195053

- B1. Is this a Board Contract? (Yes/No) : yes
- B2. Number of Workers Displaced (if any)..... : NA
- B3. Number of Competitive Bids (if any)..... : 3
- B4. Lowest Bid Amount (if bid) : \$121,462
- B5. If Board waived bids, show Agenda Date..... :
- B6. ... and Agenda Item Number..... : #
- B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : yes

- F1. Encumbrance Transaction Code : NA
- F2. Current Year Encumbrance Amount..... : \$
- F3. Fund Number : 1930
- F4. Department Number : 054
- F5. Division Number (if applicable)
- F6. Account Number..... :
- F7. Cost Center number (if applicable)..... :
- F8. Payment Terms : Net 30

- V1. Vendor Numbers (A=uditor; P=urchasing)..... :
- V2. Payee/Contractor Name..... : Padre Associates, Inc.
- V3. Mailing Address : 1861 Knoll Drive
- V4. City State (two-letter) Zip (include +4 if known) : Ventura, CA 93003
- V5. Telephone Number : 805-644-2220
- V6. Contractor's Federal Tax ID Number (EIN)..... : 77-0444582
- V7. Contact Person : Matt Ingamells
- V8. Workers Comp Insurance Expiration Date : 2/1/13
- V9. Liability Insurance Expiration Date[s] (G=enl; P=roff): 2/1/13 (G&P)
- V10. Professional License Number..... : #
- V11. Verified by (name of County staff)..... :
- 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

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 Padre Associates, Inc. having its principal place of business at 1861 Knoll Drive Ventura, California 93003 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Joddi Leipner at phone number 805-882-3614 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Matt Ingamells at phone number 805-644-2220 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: Joddi Leipner, 130 E. Victoria Street, Suite 100, Santa Barbara, CA 93101
To CONTRACTOR: Matt Ingamells, Padre Associates, 1861 Knoll Drive Ventura, California 93003

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 November 13, 2012 and end performance upon completion, but no later than December 31, 2014 unless otherwise directed by COUNTY or unless earlier terminated.

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.

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.

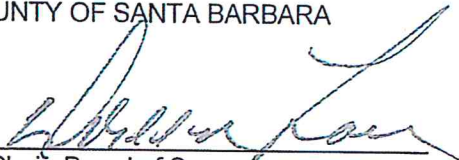
29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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

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

COUNTY OF SANTA BARBARA

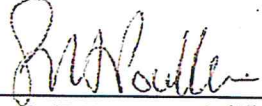
By: 
Chair, Board of Supervisors

Date: 11-13-12

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

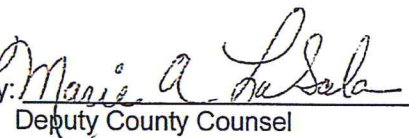

Simon A. Poulter
Vice President

By: 
Deputy Clerk

By: 
TaxID Number: 77-0444582

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

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

By: 
Deputy County Counsel

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

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

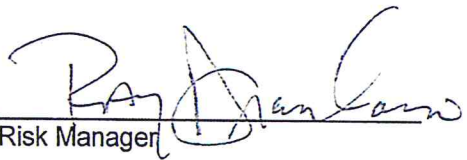
By: 
Risk Manager

EXHIBIT A
STATEMENT OF WORK

Resource Recovery Project at the Tajiguas Landfill Revised Technical Proposal to Prepare a Subsequent Environmental Impact Report

Submitted to:

Santa Barbara County

Resource Recovery & Waste Management Division

130 East Victoria Street, Suite 100

Santa Barbara, California 93101

Attention: Mr. Carlyle A. Johnson



Submitted by:

Padre Associates, Inc.

1861 Knoll Drive

Ventura, California 93003

805-644-2220

October 24, 2012

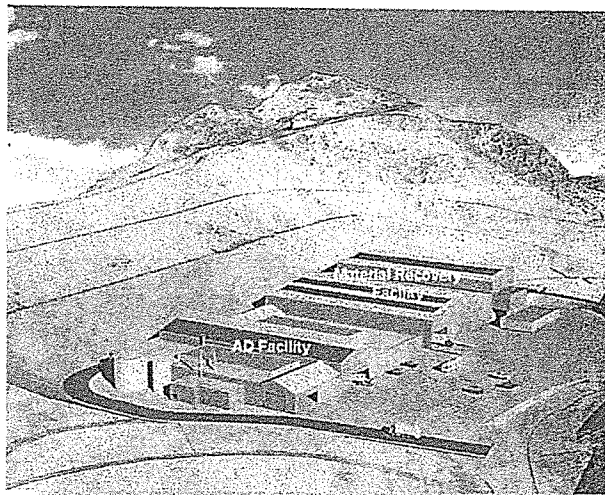


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APPENDICES

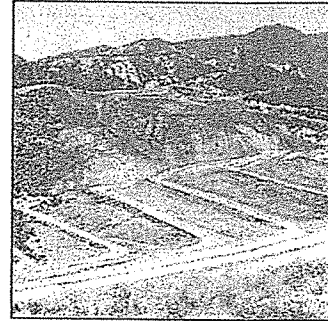
APPENDIX A: PADRE RESUMES

APPENDIX B: CERTIFICATES OF INSURANCE

1.0 INTRODUCTION

1.1 PROJECT UNDERSTANDING

The Tajiguas Landfill is a Class III non-hazardous solid waste disposal facility located in Santa Barbara County, California approximately 26 miles west of the City of Santa Barbara and was established in 1967. The Santa Barbara County Public Works Department, RRWMD is the owner and permitted operator of the landfill.

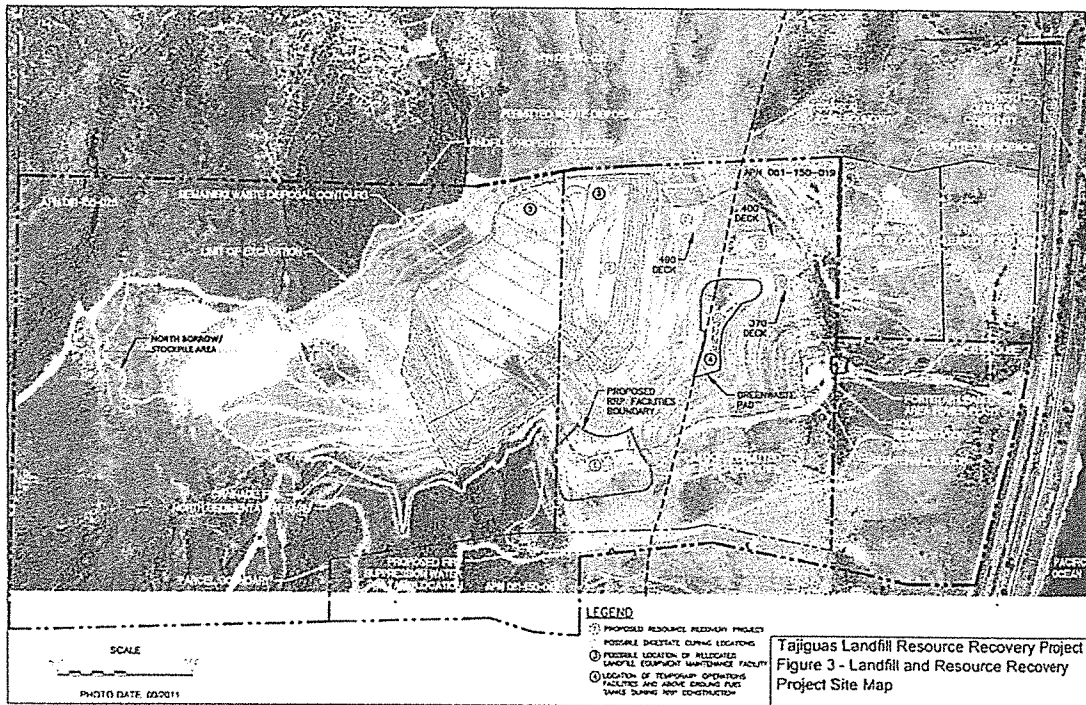


Jurisdictions served by the Tajiguas Landfill successfully divert more than 70 percent of their municipal solid waste (MSW) from the landfill. However, to further reduce the need for landfilling of the remaining 30 percent, the cities of Santa Barbara, Goleta, Buellton and Solvang, and the County of Santa Barbara joined together as Public Participants in a Multi-Jurisdictional Solid Waste Task Group to identify and evaluate the feasibility of various trash conversion technologies that provide alternatives to landfilling of solid waste in southern Santa Barbara County. After extensive, careful study of the alternatives and obtaining significant input from the community, a public-private partnership to build new facilities at the Tajiguas Landfill that would increase recycling and convert waste into energy is being proposed. Specifically, the proposal is to develop a Resource Recovery Project that would process mixed MSW from the communities currently served by the Tajiguas Landfill. Additionally, as an optional project element, the Resource Recovery Project could include the infrastructure to process materials (commingled source separated recyclables [CSSR]) from the region's existing and future recycling programs.

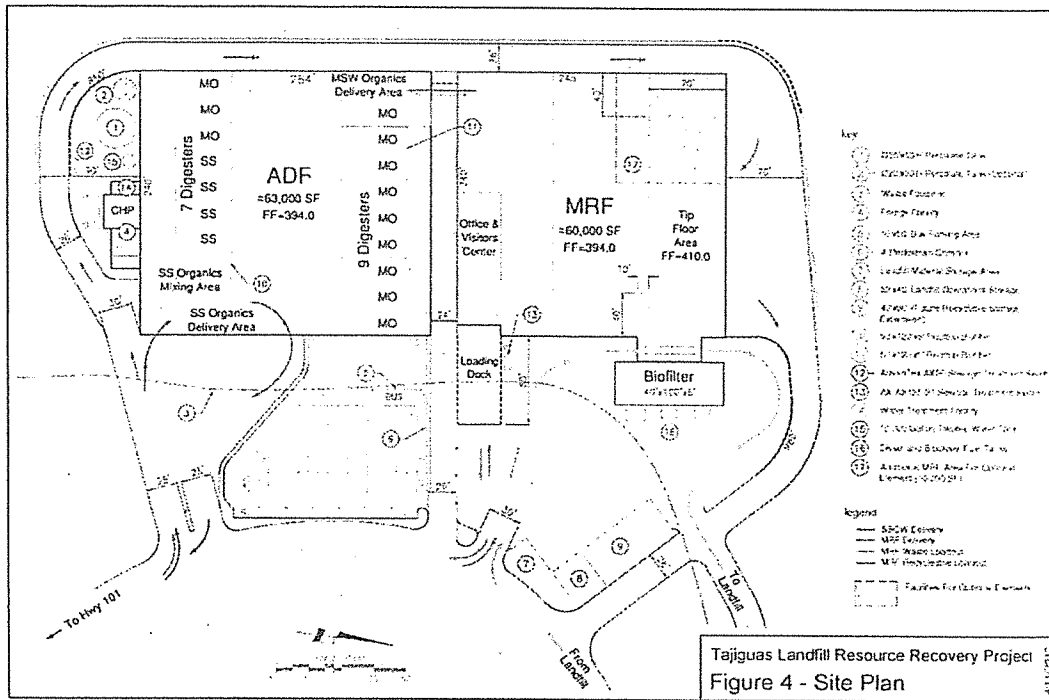
The proposed Tajiguas Landfill Resource Recovery Project is being implemented in response to, and is supported by, a number of state initiatives and laws including the following:

- Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006 - Scoping Plan and State Air Resources Board adopted plan of January 2009;
- The California Department of Resources Recycling and Recovery (CalRecycle) Anaerobic Digestion Initiative;
- Assembly Bill 341 which amends sections of the Public Resources Code relating to solid waste and requires all jurisdictions to recycle 75 percent of their waste by 2020; and
- California Public Resources Code Div. 30, Part 2, Chap. 4, Sec. 41701 and 41703, as administered and enforced by CalRecycle, which requires all jurisdictions in the State to plan for 15 years of disposal capacity for waste "that cannot be reduced, recycled or composted."

The Resource Recovery Project would be located at the existing Tajiguas Landfill and would include a Materials Recovery Facility (MRF) (to recover recyclable materials), a Dry Fermentation Anaerobic Digestion Facility (to process organic waste into biogas and digestate), and an Energy Facility that would use the biogas from the Anaerobic Digestion Facility to produce electricity (approximately 1+ megawatts). The digestate would be further cured in outdoor windrows at the landfill to create compost or a soil amendment. Residual waste from the processing would be disposed of at the landfill. No change in the landfill's permitted capacity is proposed. The facilities associated with the Resource Recovery Project would be located on about 6 acres at the location of the existing landfill Operations Deck. A fire suppression water storage tank would be located on the hill to the north of the Operations Deck and compost curing would involve approximately 4 to 6 acres on the developed landfill waste footprint.



Based on current waste disposal rates, the Tajiguas Landfill may reach its permitted disposal capacity (23.3 million cubic yards) in approximately year 2026. With the additional diversion provided by the proposed operation of the Resource Recovery Project, the permitted disposal capacity would not be expected to be reached until approximately year 2036, extending the landfill life by approximately 10 years.



The vendor selected by the Public Participants to design, construct and operate the Resource Recovery Project is Mustang Renewable Power Ventures, LLC (Mustang). As a part of the proposed project the County of Santa Barbara would enter into an agreement with Mustang to design, build and operate the Resource Recovery Project. Currently, the County expects that each of the Public Participants will enter into agreements to form a Joint Powers Agency (JPA) and the JPA will contract with Mustang to operate the facility. The County/RRWMD would continue to operate the Tajiguas Landfill.

1.2 ENVIRONMENTAL REVIEW APPROACH

The County team proposes to prepare a Subsequent EIR in compliance with CEQA to meet the requirements of conducting a complete, adequate and objective evaluation of the potential environmental consequences of the proposed Resource Recovery Project. The Subsequent EIR will be prepared pursuant to Section 15162 of the CEQA Guidelines and would tier off the existing certified environmental documents and updates that are relevant to the proposed project, namely the Final Subsequent Environmental Impact Report for the Tajiguas Landfill Reconfiguration (2009); CEQA Addendum for the Tajiguas Landfill Expansion Elimination of the Southeast Corner Modification and North Slope Borrow Area Modification (2006); Final Environmental Impact Report for Tajiguas Landfill Expansion Project (2002); and the Statewide Anaerobic Digestion Initiative Program EIR (2011).

We feel key issues to be resolved early in the CEQA process include a detailed description of baseline conditions and alternatives (including off-site locations).

Information and analyses provided in these documents will be used to the maximum extent possible in the preparation of the Subsequent EIR, to reduce costs and accelerate the schedule. Additionally, the very detailed scoping document prepared by RRWMD will be fully utilized in the preparation of the Subsequent EIR.

The technical reports to be provided to Padre by RRWMD will provide the basis for the setting, impact analysis and mitigation measure development of most of the critical issue areas of the Subsequent EIR, including the following:

Technical Study	Subsequent EIR Issue Area
Visual Modeling	Aesthetics/Visual Resources
Air Quality Technical Report	Air Quality/Greenhouse Gas (GHG) Emissions/ Health Risk Assessment (HRA)
Biological Technical Report	Biological Resources
Risk of Upset Letter Report	Risk of Upset/Fire/Health and Safety
Geotechnical Study/Slope Stability Analysis	Geologic Processes
Noise Study	Noise
Traffic Study	Transportation/Circulation
Technical Study of Hydrology/Hydraulics, Ground Water Supply, Ground Water and Surface Water Quality	Water Resources/Flooding

As stated in the RFP, the Subsequent EIR preparation would be a joint effort between RRWMD staff, Mustang Renewable Joint Ventures, LLC (Mustang) and Padre. Padre will be responsible for quality control, schedules, costs and liaison with the RRWMD with respect to preparation of a CEQA-adequate Subsequent EIR. However, the RRWMD will provide direction and oversight of Padre's work to assist with internal consistency and technical accuracy of the Subsequent EIR and the technical reports to be provided to Padre. Peer review of the technical reports will also be provided by Padre as requested in the RFP Attachment A.

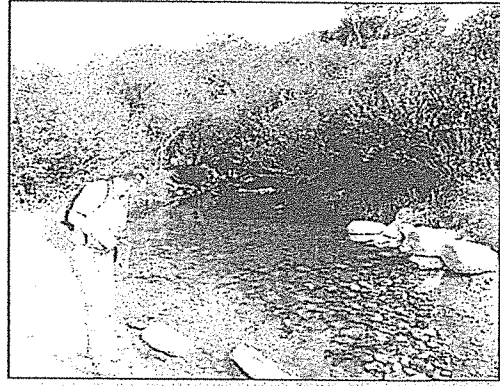
Throughout Subsequent EIR preparation, review and approval, the Padre Project Manager will maintain frequent and open communication with the RRWMD's Project Coordinator and Managers. Padre's participation in meetings and hearings, and preparation of progress reports are further detailed in Section 4.0 below.

1.3 PROJECT TEAM

For the Resource Recovery Project at the Tajiguas Landfill Subsequent EIR, Padre has assembled an environmental review team comprised of in-house staff specialists. Our team's qualifications are outlined in Section 2.0 of this proposal. Mr. Matt Ingamells will be the Padre project manager and has conducted environmental review for numerous landfills in the region, including Tajiguas, Santa Maria and Toland Road. He has the needed technical expertise in air quality, noise and biology to peer review technical studies, obtained through >30 years of experience, including 4 years as an engineer with the Santa Barbara County APCD.

2.0 QUALIFICATIONS

Background. Padre is a multidisciplinary consulting firm assisting clients in the fields of environmental sciences, and geo-environmental services. We pride ourselves in providing cost-effective consulting and contracting services that meet or exceed our clients' requirements.



Padre was established in 1996 and is headquartered in Ventura, California. We have additional offices located in Goleta, Guadalupe, San Luis Obispo, Concord, Sacramento and Bakersfield. Our tax identification number is 77-0444582.

Currently our offices are staffed with over 85 professionals. Our personnel include professionals in the specialty areas identified in the table below.

PADRE STAFF – TECHNICAL CAPABILITIES	
<ul style="list-style-type: none"> • California-licensed Professional Civil Engineers, Geotechnical Engineers, • Professional Geologists, • Certified Engineering Geologists, • Certified Hydrogeologists, • Certified Professional Soil Scientists, • Certified Environmental Managers, • Registered Environmental Assessors (Class I and Class II), Certified Erosion Sediment Stormwater Inspectors, • Qualified Stormwater Pollution Prevention Plan Development/Practitioners, 	<ul style="list-style-type: none"> • Certified Ecologists, • Botanists, • Wildlife Biologists, • Marine Biologists, • Certified SCUBA Divers, • Certified Caulerpa Survey Specialists, • Certified Wetland Scientists, • Environmental Scientists, and • Environmental Analysts.

Padre provides a spectrum of environmental and geo-environmental services for local and regional projects as identified in the table below.

ENVIRONMENTAL SCIENCE SERVICES	GEOENVIRONMENTAL SERVICES
<ul style="list-style-type: none"> • CEQA/NEPA Documentation • Permitting Assistance • Natural Resources Studies • General Biological Studies • Wetlands Delineation • Special Status Species Surveys • Focused Specialty Studies • Mitigation Planning and Monitoring • Air Quality Studies • Noise Studies 	<ul style="list-style-type: none"> • Phase I Environmental Site Assessments • Environmental Site Assessment and Site Characterization • Feasibility Studies and Preparation Implementation of Corrective Action Plans • Soil and Groundwater Remediation/ Consulting Risk-Based Corrective Action • Underground Storage Tank Program Risk Management

Our environmental science services group manages and prepares all phases of environmental impact review documentation for small-scale development proposals to complex, long-range, area-wide planning programs, including Initial Studies/Negative Declarations, Environmental Assessments, Environmental Impact Reports, Environmental Impact Statements, and Categorical Exemptions/Exceptions. Members of our staff have received recognition from their clients for effective project management and delivery of comprehensive yet concise environmental documents. To achieve our goal of expedited project implementation, we work closely with our clients, agency staff, and the public to produce comprehensive and objective reports capable of withstanding rigorous review and legal challenge.

Commitment to Clients. Padre understands that the RRWMD expects high quality work at a fair price from the consultants it hires. Commitment to quality and service is at the heart of our business philosophy. As a mid-size, regional firm, we must be concerned with the quality of our work to ensure the continuation of our operation. We practice a service-oriented approach that provides our clients with cost-effective products. Satisfied clients are the best testament to our commitment to quality. We encourage you to contact the references identified in Section 6.0 of this Proposal. We value our professional relationships with our clients, and depend upon providing continued services to our clients to ensure the future success of Padre.

Project Experience. We provide our clients environmental services for small-scale development proposals to complex, long-range, area-wide planning programs. Of particular relevance to this project is Padre's project experience with landfills, CEQA compliance, projects in Santa Barbara County and particularly our project experience at the Tajiguas Landfill. Padre has provided environmental consulting services for the RRWMD at the Tajiguas Landfill since 2002 including the following:

- Biological monitoring during maintenance of the Tajiguas Landfill northern sediment basin (2002);
- Red-legged frog survey for the Tajiguas Landfill (2002);
- Tajiguas Landfill Geoenvironmental Phase II (2004);

- Preconstruction Biological Surveys for the Tajiguas Landfill (2005);
- Tajiguas Landfill Biological Species Assessment (2006);
- Rare Plant and Desert Woodrat Mitigation and Monitoring Plan for Phase 1B Expansion of the Tajiguas Landfill Expansion (North Slope Borrow/Stockpile Area) (2006);
- Tajiguas Landfill Honeysuckle Site Biological Study (2006);
- Tajiguas Landfill California red-legged Frog Tadpole Survey of the Sediment Basins (2006);
- Tajiguas Landfill Northern Sedimentation Basin Cleanout Project (2006);
- Review of Potential Methods of Fish Control and Eradication of Largemouth Bass Population in the Southern In-Channel Sedimentation Basin at Tajiguas Landfill (2006);
- Biological Resource Study for the 140-Acre Portion of Baron Ranch (2007);
- Tajiguas Landfill Southern Sedimentation Basin Fish Eradication Project (2007);
- Tajiguas Landfill Tadpole Surveys and Monitoring (2007);
- Tajiguas Landfill North Slope Borrow/Stockpile Area Desert Woodrat Avoidance Measures Assistance (2007);
- Tajiguas Landfill Basin Permit Assistance (2007);
- Tajiguas Landfill Reconfiguration Subsequent EIR (2008) (see detailed description below);
- Tajiguas Landfill Least Bell's Vireo Surveys (2008);
- Tajiguas Landfill Basin Maintenance Biological Monitoring (2008);
- Tajiguas Landfill Fish Removal at In-Channel Basins (2008);
- Baron Ranch Powerline Corridor Biological Surveys (2008);
- Tajiguas Landfill West Borrow Area Botanical Survey (2009); and
- Tajiguas Landfill Reconfiguration Construction Monitoring/CRLF Management (2009-present).

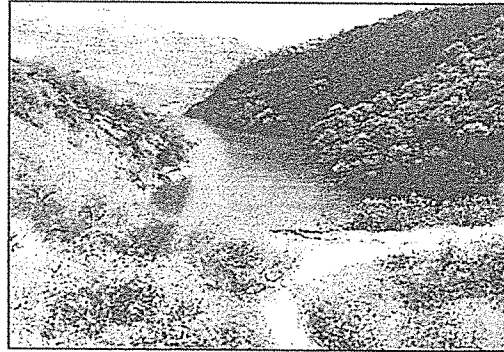
Additional, relevant representative projects are identified and described below.

Tajiguas Landfill Reconfiguration Project, Santa Barbara County, California

Services: CEQA – Subsequent EIR and Threatened Species Management

Client: Santa Barbara County RRWMD

Padre prepared a Subsequent EIR for the reconfiguration of the approved waste disposal area to allow removal of the sedimentation basins in the adjacent Pila Creek (supporting the threatened California red-legged frog), reconfiguration of the waste footprint and associated disturbance to extend the waste footprint west across Pila Creek, reconfiguration (reduction) of the waste footprint on the east side of Pila Creek in the back canyon area, drainage modifications within Pila Creek upstream of, and around, the reconfigured waste footprint; and implementation of native plant restoration activities and comprehensive relocation and habitat enhancement plan for the California red-legged frog on Baron Ranch to compensate/mitigate for impacts at Tajiguas.



Primary issues addressed in the SEIR included relocation of an entire population of California red-legged frogs to an adjacent creek at Baron Ranch, habitat enhancement at Baron Ranch to increase carrying capacity, slope stability, sediment management following removal of the basins, loss of groundwater recharge from the basins, greenhouse gas emissions of landfill equipment and waste decomposition, loss of wildlife habitat and wetlands, and construction and waste disposal noise impacts to residences.

Following certification of the SEIR, Padre biologists conducted numerous surveys at the Pila Creek basins and relocated California red-legged frogs to Baron Ranch. In addition, Padre biologists conducted breeding bird and wildlife surveys prior to construction to minimize impacts to special-status species and migratory birds.

The additional disposal capacity provided by crossing Pila Creek would be offset by reductions in disposal capacity that was to be provided in the back canyon area on the east side of Pila Creek under the current permit. Therefore, no change in total design (permitted) capacity is proposed. The reconfiguration will allow RRWMD to more effectively address sediment control requirements at the landfill, improve long-term site conditions (such as the overall stability of the waste fill), and provide cost savings during operations and throughout post-closure maintenance.

Regulatory Permitting for Altamont Landfill Expansion, Alameda County, California

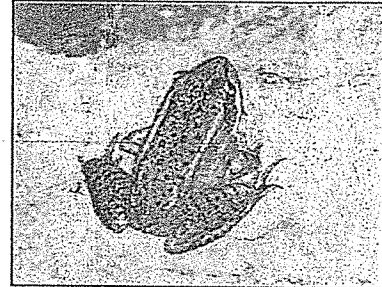
Services: Permitting, Conservation Management Plan

Client: Waste Management of Alameda County

Padre Associates is managing the regulatory permit process for the Altamont Landfill Expansion project, which includes a Section 404 wetland permit and federal and state endangered species permits. Padre has prepared a Conservation Management Plan (CMP) at the facility to set-aside in conservation easements approximately 990 acres of upland habitat and two acres of constructed wetlands to compensate for the loss of over 300 acres of special-status species habitat. Resident species include California tiger salamander, California red-legged frog, and San Joaquin kit fox.

The CMP identifies project impacts on special-status species, biological goals and objectives of the plan, measures for minimizing and mitigating impacts, long-term monitoring procedures, and an adaptive management plan. The CMP includes a Grazing Management Plan, Pest Management Plan, and Wetlands Mitigation Plan. The permit applications were submitted to the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Game (CDFG), Regional Water Quality Control Board (CVRWQCB), and County of Alameda.

As part of the CMP, Padre assisted in the development of a Conservation Easement to be held by the CDFG. Padre prepared cost estimates for the management, monitoring, and maintenance of the Conservation Easement in perpetuity; prepared a Habitat Management Acquisition Package for CDFG; and assisted in the development of an endowment for the long-term funding of the Conservation Easement. The USFWS has issued a Biological Opinion for the project; CDFG has issued a Consistency Determination



for the Biological Opinion, issued a Section 1600 Streambed Alteration Agreement, and has approved the Conservation Easement; CVRWQCB has issued a Section 401 Water Quality Certification; and, the County of Alameda issued a conditional use permit. All permits were issued by the agencies, and Padre assisted in the preparation of the Conservation Easement and financial endowment plan with the California Wildlife Conservation Board and the National Fish and Wildlife Foundation. The Conservation Easement has been approved and is in the process of recordation.

Santa Maria Regional Landfill Expansion, Santa Barbara County, California

Services: EIR Air Quality Impact Analysis and Health Risk Assessment

Client: County of Santa Barbara

Padre prepared an air quality impact analysis for expansion of the landfill and closure of inactive portions. An equipment (dozers and compactors) and mobile source (disposal vehicles) emissions inventory was prepared and landfill gas generation rates estimated. A health risk assessment was prepared to identify risks associated with toxic air contaminants contained within landfill gas and emitted by diesel-powered equipment. The ISCST and ACE2588 models were used to estimate concentrations of toxic air contaminants and health risk at the landfill boundary and residential receptors.

Cold Canyon Landfill Expansion Project, Module 6, San Luis Obispo, San Luis Obispo County, California

Services: Environmental Monitoring and Reporting Services

Client: County of San Luis Obispo

In 1999, Padre provided environmental monitoring services to the County of San Luis Obispo Department of Planning and Building for the Cold Canyon Landfill Expansion Project - Module 6, along Highway 227 south of San Luis Obispo, California. The project involved the excavation and stockpiling of over 500,000 cubic yards of soil from the planned Module 6 landfill cell, construction of storm water facilities, placement of a Geosynthetic Composite Liner and HDPE liner within the cell, and placement of



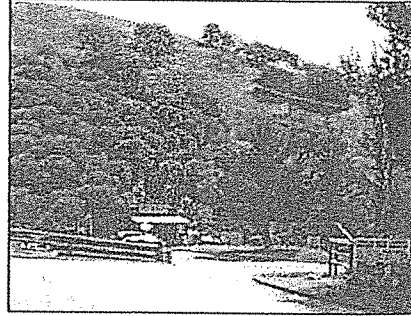
drainage layer and operations layer soil within the newly completed cell. Padre conducted weekly site inspections on behalf of the County over the six-month construction period. As part of Padre's scope of services, Padre received and responded to citizen complaints of blowing dust and ensured that mitigation measures were implemented to rectify compliance violations. Padre also attended weekly construction meetings with the landfill operator, contractor, engineering consultant, and quality control consultant. During these meetings, compliance issues were addressed and resolved. Padre prepared weekly status reports for distribution to the County and other regulatory agencies.

Chicago Grade Landfill, Templeton, San Luis Obispo County, California

Services: Storm Water Inspections and Sampling

Client: Chicago Grade Landfill, Inc.

Padre staff conducted site inspections, groundwater monitoring, soil gas lysimeter monitoring, and storm water sampling on a quarterly basis for the Chicago Grade Landfill municipal landfill. Duties performed included dry and wet weather inspections, collection of water samples from designated sampling points, submittal of collected samples for laboratory analyses, and quarterly reporting of results. Inspections of storm water drainage facilities, potential contamination sources, and site cover conditions, and waste management practices were conducted.



Ventucopa Landfill, Ventucopa, Santa Barbara County, California

Services: Landfill Clean Closure Monitoring

Client: County of Santa Barbara

Historical flooding of the Cuyama River had threatened to wash-out the Ventucopa Landfill, a closed municipal landfill in northeastern Santa Barbara County, California. The County of Santa Barbara decided to clean-close / excavate the landfill and haul the buried wastes to another County landfill with more favorable environmental conditions. As part of our services to the County, Padre prepared a Hazardous Materials Management Plan for the handling and disposal of any hazardous materials that may be encountered during the excavation and hauling of the wastes to the disposal site. Padre constructed a hazardous materials storage area with bermed containment areas completed with a high-density polyethylene liner. Padre staff observed the excavations of the waste cells, monitored the excavated wastes for the presence of potentially hazardous materials, collected confirmation soil samples, monitored air quality, and documented the progress of the project. A second monitor was present at the re-burial site to provide additional monitoring for air quality and suspected hazardous materials. Padre prepared a final monitoring report documenting that the landfill had been completely removed from the site, allowing the County to apply with regulatory agencies for closure of the site.

Ballard Canyon / Chalk Hill Landfill, Solvang, Santa Barbara County, California

Services: Landfill Gas/Vapor Extracting Testing

Client: County of Santa Barbara

Padre conducted a landfill gas/vapor extraction test at a closed municipal landfill near Solvang, Santa Barbara County, California on behalf of the County of Santa Barbara Public Works Department, Solid Waste and Utilities Division. The landfill gases were extracted from different combinations of two extraction wells constructed at the site. Both the landfill waste cells and soils below the cells were tested to determine the feasibility of this remediation technology. The resulting vacuum's radius of influence was measured using vapor monitoring wells constructed at incremental distances from the extraction wells. Samples were collected from the gas stream to measure the levels of gases and vapors being extracted from the landfill site. The resulting gas stream was incinerated to test the use of a thermal oxidizer to meet the local Air Pollution Control District's emissions standards. The findings of this test were applied to a full-scale remediation system design to be installed at the site.

Ballard Canyon / Chalk Hill Landfill, Solvang, Santa Barbara County, California

Services: Landfill Site Chronology and Historical Documentation Report

Client: County of Santa Barbara Public Works

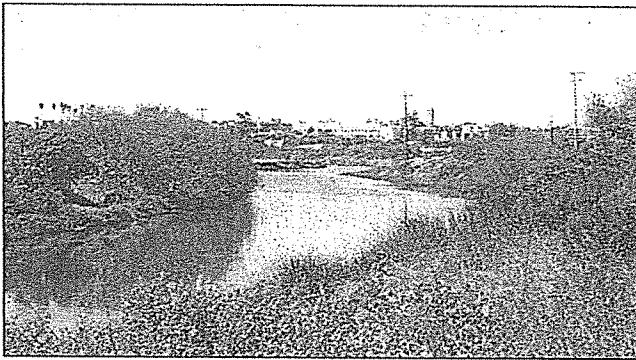
Padre prepared a Site Chronology and Historical Documentation Report for the County of Santa Barbara Solid Waste and Utilities Division on this closed municipal landfill. The research was completed to ASTM Phase I Environmental Site Assessment standards, and included the following tasks: historical aerial photograph review and acquisition, historical maps and photograph review, regulatory agency file review (including well records, building permits, and regulatory compliance), a chain of title report, and an environmental database report. A report was prepared for the County which presented a clear timeline of site chronology and property ownership.

Goleta Slough Routine Maintenance Activities, Santa Barbara County, California

Services: CEQA – Subsequent EIR

Client: Santa Barbara County Water Conservation & Flood Control District

Padre assisted the Santa Barbara County Flood Control and Water Conservation District (District) in the preparation of a Subsequent Environmental Impact Report (SEIR) for continuation of flood control maintenance activities conducted in the Goleta Slough under an updated maintenance program.



The Goleta Slough is the drainage basin for five creeks, which originate on the southern slope of the Santa Ynez Mountains in Santa Barbara County, California and is an important and environmentally sensitive coastal resource. The District provides routine stream maintenance activities within the lower Goleta Slough tributaries. An updated maintenance program was prepared by the District in order to

continue these activities in a manner that will maintain the capacity and conveyance of these watercourses while minimizing the threat of damage to life, public property and existing infrastructure.

The SEIR examined the potential environmental effects associated with the proposed update. Revisions to the maintenance program that were evaluated pertained to: implementation of hydraulic and dragline dredging, locations of staging and stockpiling areas, timing of activities, definition of the sediment sampling and analysis plan, disposal/use of sediment, use of pre-project biological surveys and proposed environmental enhancement activities. Primary issue areas evaluated included water resources/flooding, air quality, biological resources, risk of upset/hazardous materials, cultural resources, aesthetics, recreation, noise, transportation / circulation, geology / soils and land use.

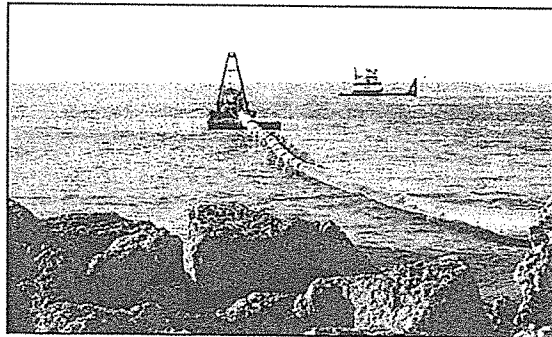
Calleguas Regional Salinity Management Project, Ventura County, California
Services: CEQA/NEPA Documentation, Engineering Design Support, Endangered Species Survey, Permitting Assistance, and Mitigation Monitoring and Compliance
Client: Calleguas Municipal Water District

Padre has been involved in the development and implementation of numerous phases of the Calleguas Regional Salinity Management Project. Padre's involvement began with the preparation a Program Environmental Impact Report (EIR) and Environmental Assessment (EA) for the 32 mile-long wastewater pipeline, extending from Simi Valley to Oxnard, on behalf of the Calleguas Municipal Water District and Bureau of Reclamation. The purpose of the project is to dispose of tertiary treated wastewater and byproducts of advanced treatment (brine) that cannot be discharged to local streams due to a chloride Total Maximum Daily Load (TMDL) limits. Primary issues assessed in the document included water quality (ocean and freshwater), water quantity (loss of current wastewater discharge to stream), biological resources, noise, air quality, cultural resources and agriculture.

This project was complex and controversial requiring substantial stakeholder involvement. Stakeholders include various water districts, municipalities, regulatory agencies (e.g., Regional Water Quality Control Board), public interest organizations (e.g., Environmental Defense Center) and the general public. Therefore, Padre actively participated in numerous meetings directly associated with the project as well as the related Calleguas Creek Watershed Chloride Total Maximum Daily Load (TMDL) meetings along with the stakeholders.

Since the completion of the original Program EIR, Padre has continued to support the subsequent CEQA/NEPA compliance requirements for the project, as well as obtaining project component specific permits. A Supplemental EIR/EA was required to address a change in the location and configuration of the project ocean outfall. Padre supported the siting and refinement of an ocean outfall for the project including the environmental review of several outfall alternatives. This effort entailed providing support to the engineering design team to conduct the necessary site investigations for the proposed outfall. Upon completion of the Supplemental EIR/EA, Padre provided permit acquisition services for the District which included a Coastal Development Permit, State Tidelines lease, Sections 404 and 401 permits and NPDES Permit.

Construction of the projects ocean outfall was completed in July 2010. In order to minimize environmental impacts, the project included an approximately 3,200 foot horizontal directional drill from the Port Hueneme public beach to an offshore transition pit. During installation, Padre provided both onshore and offshore mitigation compliance monitoring services including frac-out monitoring, marine mammal monitoring and archeological monitoring.



3.0 PERSONNEL

The four principals of Padre provide the executive management of the company. Each of these individuals is committed to providing hands-on management of day-to-day and long-term operations. Firm principal, Simon A. Poulter, manages Padre's environmental services group and serves as the Principal-in-Charge for environmental services projects (e.g., CEQA documentation and permitting). As Principal-in Charge for this project he will be responsible for all contract issues and quality control.

Mr. Simon A. Poulter. Mr. Poulter has over 25 years of experience as a project manager and environmental scientist responsible for the preparation of physical, biological, and cultural resource assessments for inland, coastal, and outer continental shelf projects. Mr. Poulter manages Padre's Environmental Sciences group. In this role, he is responsible for supervising day to day operations of the group including business development, contract administration, staffing, quality assurance, cost control, and scheduling of ongoing projects. Mr. Poulter's experience includes the preparation of numerous environmental impact reports (EIA/EIR/EIS), resource assessment studies, and environmental training programs for large infrastructure projects within the western United States, as well as several international projects. Mr. Poulter has extensive experience in the preparation of permit applications and oversight of the implementation of permit conditions associated with development and restoration projects within the coastal zone. Mr. Poulter has a B.A. Marine/Aquatic Biology and Physical Geography, from Wittenberg University, and a M.R.P. in Environmental Planning from the University of Pennsylvania.

Mr. Poulter is a founding Principal and Vice President of Padre. He is based in the Goleta office. His e-mail address is spoulter@padreinc.com.

Mr. Matt Ingamells. Mr. Ingamells will serve as Project Manager and air quality and noise review task leader, and will oversee all aspects of the project including coordination with the environmental review team members and County Project team. He will be responsible for peer review of the technical studies to be provided by the RRWMD, with assistance from Padre staff as discussed below. He will also prepare progress reports and will be responsible for the overall coordination of the Subsequent EIR. Mr. Ingamells has completed or supervised all of the projects/studies relating to the Tajiguas Landfill as identified in Section 2.0 of the proposal with the exception of the Geoenvironmental Phase II Assessment.

Mr. Ingamells is the Senior Biologist and Project Manager for Padre's Biological Resources Group. He has over 30 years of experience in biological impact assessment, constraints analysis, air quality, traffic noise impact assessment, wetland delineation, permitting, wetland mitigation, mitigation monitoring and CEQA document preparation. Mr. Ingamells is also a former air pollution engineer for the County of Santa Barbara and has conducted numerous air quality impact analyses for a variety of project types. He has also conducted complex health risk assessments for various facilities including municipal landfills and oil and gas processing facilities. Mr. Ingamells has also conducted traffic noise modeling for numerous projects with Caltrans oversight.

Mr. Ingamells has earned a B.S. in Environmental and Systematic Biology from California Polytechnic State University San Luis Obispo and an M.A. in Biology from U.C. Santa Barbara. He is also a Certified Ecologist through the Ecological Society of America.

Mr. Ingamells has been a Padre employee since June 1997, and is the Biological Group Manager in the Ventura office. His e-mail address is mingamells@padreinc.com.

Ms. Donna M. Hebert. Ms. Hebert will prepare sections of the Subsequent EIR (land use, aesthetics, noise, nuisances, growth inducement, and other environmental issues). Ms. Hebert has over 20 years of experience as an environmental professional. She specializes in the management and preparation of environmental documentation in compliance with CEQA. She has also prepared combined NEPA/CEQA environmental documents in compliance with the specific environmental review formats required by federal project proponents and funding agencies. Recently she was the assistant project manager for the preparation of the BEACON Coastal Regional Sediment Management Plan Focused Programmatic Environmental Impact Report and presently she is the assistant project manager for the preparation of a combined Focused Environmental Impact Report/Environmental Assessment for the Belmont Pier Artificial Reef Project NOAA/City of Long Beach). Ms. Hebert has also assisted clients in the preparation of coastal permit applications. Her permitting experience includes infrastructure projects in environmentally sensitive settings requiring multi-agency involvement.

Ms. Hebert has a BS in Forest Management from the University of Maine and an MA in Environmental Education from California Polytechnic State University in San Luis Obispo. She also has a Certificate in Mediation and Negotiation from the University of California, Santa Barbara.

Ms. Hebert has been an employee of Padre since 1997 and is the senior CEQA professional in Padre's Ventura office. Her e-mail address is dhebert@padreinc.com.

Ms. Jennifer Leighton. Ms. Leighton is available to prepare sections of the Subsequent EIR as needed. As a Project Manager/Environmental Analyst, Ms. Leighton's work focuses on environmental impact assessment relating to CEQA/NEPA compliance and environmental permitting services. Her recent pertinent project experience includes serving as the Project Manager for the Goleta Beach Hazards Removal Project; County of Santa Barbara Flood Control and Water Resources Agency - Routine Maintenance Activities in the Goleta Slough SEIR; and Southern California Gas Company - La Goleta Gas Storage Field Enhancement Project permitting. Ms. Leighton has a B.A. in Environmental Studies - focus on California Policy and Coastal Processes, from the University of California, Santa Barbara.

Ms. Leighton has been an employee of Padre since 2001 and is based in Padre's Ventura office. Her e-mail address is jleighton@padreinc.com.

Mr. Jeffrey T. Damron, P.E., G.E. Mr. Damron will be responsible for peer review of the Geotechnical Study/Slope Stability Analysis to be provided by RRWMD and technical review of the geological portion of the Subsequent EIR. Mr. Damron is a licensed Civil and Geotechnical Engineer in the State of California and has over 25 years of geotechnical-related experience on the central coast of California. He supervises all phases of geotechnical investigations including field exploratory and laboratory testing programs, engineering analyses and evaluations, and document preparation. He has successfully completed projects involving deep foundations, landslide stabilization/restoration, oil and gas processing facilities, pipelines, and ground improvement projects. Recently he has been involved in the Chevron/Unocal Guadalupe field restoration project including the 5X area assessment which includes an evaluation of coastal beach erosion processes and the impact on petroleum hydrocarbon-containing soil in the area. Mr. Damron has a B.S. in Civil Engineering, from California Polytechnic State University, San Luis Obispo

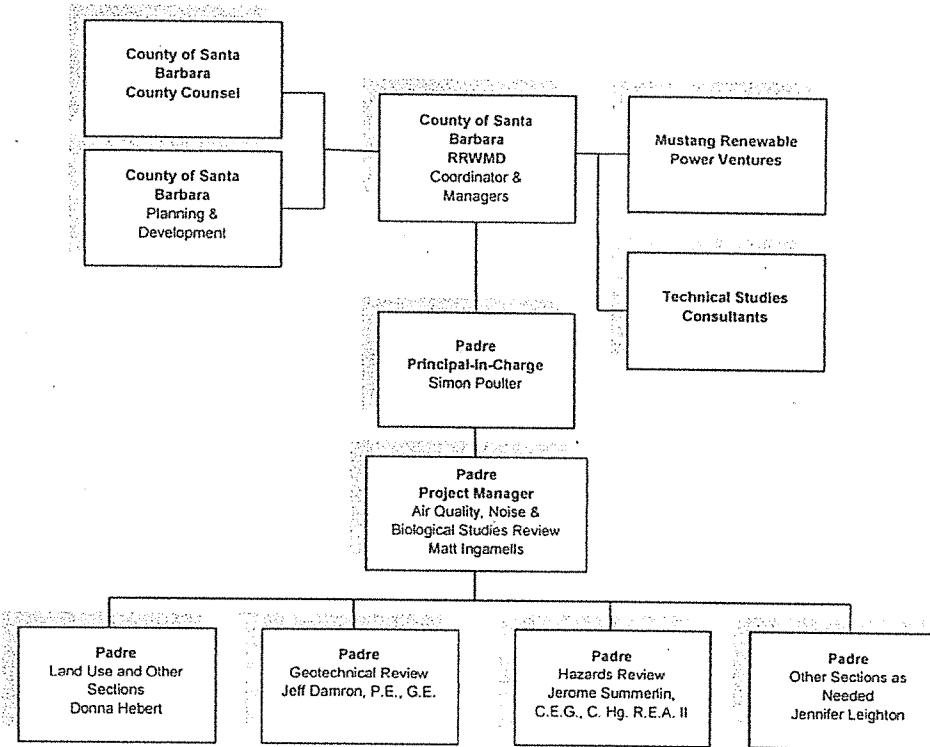
Mr. Damron is one of the founding partners of Padre Associates, Inc. and is based in the Ventura office. His email is jdamron@padreinc.com.

Mr. Jerome K. Summerlin C.E.G., C.Hg., R.E.A. II. Mr. Summerland is available to assist in the review of the Risk of Upset/Fire/Health and Safety report to be provided by RRWMD. Mr. Summerlin is a State of California Professional Geologist (PG), Certified Engineering Geologist, Certified Hydrogeologist, and Registered Environmental Assessor II with experience in hazardous materials management and the assessment and remediation contaminated soil and groundwater. Mr. Summerlin will provide consultation to the project analysts and senior review of assessments pertaining to hazardous materials/waste issues.

Mr. Summerlin has a B.S. in Geology from California State University, Chico. He holds a Professional Certificate in Hazardous Materials Management from the University of California, Santa Barbara, and a Professional Certificate in Site Assessment and Remediation from the University of California, Davis.

Mr. Summerlin is a founding Principal and President of Padre. He is based in the Ventura office. His e-mail address is jsummerlin@padreinc.com.

ORGANIZATION CHART



4.0 STUDY METHODOLOGY

4.1 GENERAL APPROACH

Padre will provide the RRWMD assistance in the preparation of an Subsequent EIR for the Resource Recovery Project at Tajiguas Landfill, including the three basic service areas as requested in the RFP:

1. Project management and coordination;
2. Environmental analysis; and
3. Public participation/decision-maker hearings support.

Padre will work closely with the RRWMD staff, Mustang and Mustang's technical staff throughout the duration of the environmental review process for the Resource Recovery Project at Tajiguas Landfill. The Padre Project Manager, Mr. Ingamells, will be the primary contact for project management issues for all phases of the project. Due to Mr. Ingamells' extensive project experience at the Tajiguas Landfill, including his work with RRWMD in preparing the Tajiguas Landfill Reconfiguration and Baron Ranch Restoration Project Subsequent EIR, his knowledge and insights will be valuable on this project.

Our goal is to assist the County in preparing legally adequate environmental documentation pursuant to CEQA in an efficient and cost effective manner. The Padre environmental review team will provide a comprehensive assessment of the potential environmental impacts associated with the proposed project. We will utilize the technical reports being prepared for this project (providing peer review for some as discussed below) and the existing environmental documents to the extent practical as supplemented by original research where necessary.

Additionally, Padre will provide support in the public participation/document approval process with the objective of listening to, recording and considering the concerns voiced by stakeholders, as well as providing clear and concise information to the decision-makers and public relative to the environmental impacts of the project.

It is understood that an expansion of the Tajiguas Landfill was approved in 2002, after the Board of Supervisors certified an EIR (01-EIR-05) for the Tajiguas Landfill Expansion Project. Minor changes to the Tajiguas Landfill Expansion Project were approved in 2006, and a reconfiguration of the waste footprint associated with the Expansion Project was approved in 2009, with each project being first analyzed for environmental purposes. Collectively, the approved and permitted Tajiguas Landfill Expansion Project as modified in 2006 and again in 2009 is referred to as the "Tajiguas Landfill Project".

The Resource Recovery Project at Tajiguas Landfill constitutes a modification of the approved Tajiguas Landfill Project to increase recycling opportunities, generate green energy, reduce GHG emissions and extend the life of the landfill by reducing the amount of waste that would be buried. Therefore, the Subsequent EIR will analyze the differences between the Tajiguas Landfill Project and the modified project (proposed Resource Recovery Project) when evaluating whether any new significant impacts would result or if other previously identified impacts would be worsened or reduced. For the purposes of analyzing the differences in the impacts of the Resource Recovery Project from those of the Tajiguas Landfill Project, the approved and permitted MSW volumes and landfill waste and disturbance footprints analyzed in the Tajiguas Landfill environmental documents referenced above are considered to represent the environmental baseline. Additionally, the baseline assumes operation of the Tajiguas Landfill for the duration of its presently permitted life.

As requested in the RFP, all documents will be provided in Microsoft WORD 2010 and Adobe Acrobat format. In addition, the draft and final Subsequent EIRs will be formatted with line numbers.

4.2 PROJECT TASKS

4.2.1 Task 1 - Project Initiation

Padre proposes that the Subsequent EIR process be initiated at a project kick-off meeting. Padre would coordinate with the members of the RRWMD staff, Mustang and Mustang's technical staff to discuss the roles and responsibilities of each of the parties and generally review the elements of the project and environmental review process including project schedule and other management issues.

Padre team members that will be in attendance at this meeting will include:

- Principal-in-Charge, Simon Poulter
- Project Manager, Matt Ingamells
- Senior Environmental Analyst, Donna Hebert

4.2.2 Task 2 - CEQA Project Description, Environmental Setting and Project Alternatives Description

Project Description. Upon receipt of all necessary project information, including responses to questions pertaining to project details not already addressed in the information provided by the County as part of this proposal process, Padre will prepare and submit a draft CEQA project description for review by the County project team¹. The project description will include all elements as defined in Section 15124 of the CEQA Guidelines. The project description will include the following components at a minimum:

¹ It is understood that the County project team includes the RRWMD Project Coordinator, RRWMD Project Manager, and RRWMD Subsequent EIR CEQA Project Manager, RRWMD engineering and operations staff, Mustang, County Planning and Development, and County Council.

- Identification of applicant and property owners;
- History and background on prior Tajiguas Landfill permits and approvals;
- Location description including regional and vicinity maps, site layout exhibits, address and assessor's parcel number(s);
- Statement of project objectives;
- List of requested actions/discretionary approvals; and agencies expected to use the Subsequent EIR;
- Detailed information for the base project, and processing of CSSR at the MRF; and
- Detailed description of the project's technical, economic and environmental characteristics.

A final project description incorporating the County team's changes to the draft will also be provided and will serve as the basis for all environmental review. We recommend that finalization of the project description be coordinated with completion of the technical studies, as development of project details would be ongoing during preparation of technical studies and should be reflected in the project description. Note that changes to the project description after approval by the County team may result in changes to our work scope and, therefore, schedule and cost.

Environmental Setting. The environmental setting will provide a synopsis of the physical and resource conditions at the Tajiguas Landfill and surroundings. (More detailed setting information for each of the environmental issues will be provided in association with the issue specific environmental analyses.) Part of the environmental setting will include defining cumulative development in the project area. It is assumed that RRWMD will provide the pending and approved projects list as this information will need to be developed for preparation of the technical studies to be provided to Padre. (The cumulative impact assessment approach may vary within the document depending on the issue area under consideration [i.e., for aesthetics the cumulative evaluation may be confined to consideration of projects within the viewsheds that would be affected by the proposed project, whereas to assess the cumulative effects to biological resources a different geographic area may be considered.]).

Project Alternatives. Utilizing engineering data, designs and technical studies provided by RRWMD, Padre will describe up to seven alternatives to the Resource Recovery Project at Tajiguas Landfill including the following:

- No Project;
- Materials Recovery Facility (MRF) to be located in the urban area (Marborg site or alternative urban site);
- Aerobic composting at the Engel & Gray site;
- Landfill Expansion to provide capacity to 2036;

- Waste Exportation to the Simi Valley Landfill; and
- Waste Exportation to the new Santa Maria Landfill.

We understand that detailed analysis of the alternative MRF locations, aerobic composting and Landfill expansion alternatives will be provided in the technical studies and will be incorporated into the Subsequent EIR.

4.2.3 Task 3 - Administrative Draft Subsequent EIR (Draft 1)

It is understood that the County has prepared and circulated a Notice of Preparation (NOP) for the Subsequent EIR on April 19, 2012. The NOP defined the anticipated scope of the Subsequent EIR. A public scoping meeting was held on May 14, 2012 and written responses to the NOP were to be provided to RRWMD no later than May 18, 2012. Our scope of work reflects direction from the County team regarding responses to the NOP. However, should issues beyond those anticipated in this scope of work require analysis, a Subsequent EIR scope and budget modification may be required and can be negotiated with the RRWMD.

Padre will be responsible for preparing a written compilation of the public comments, made by the five individuals that spoke at the scoping meeting, from transcripts and a recording provided by RRWMD. This written compilation of oral comments, as well as any comments provided by the public in written form to RRWMD, will be included in the Draft Subsequent EIR. As indicated above, should any of the comments provided by the public during the scoping process warrant a revision to our scope of work, such adjustments can be made negotiated with the RRWMD.

Padre Associates will prepare and submit the Administrative Draft Subsequent EIR to the County team in accordance with the schedule of deliverables provided in Section 5.0. The Administrative Draft Subsequent EIR will contain the following sections.

- Table of Contents
- Introduction (described below)
- Executive Summary (table and text format described below)
- Project Description (described above)

- Environmental Setting, Impact Analysis and Mitigation - Each environmental issue area will comprise a separate subsection and include: a discussion of the physical and regulatory setting as appropriate; existing landfill impacts; impact assessment methodology and thresholds of significance; short-term, long-term, cumulative and extension of landfill life impacts; project-specific and cumulative mitigation measures¹; and level of significance after mitigation. (See Section 4.3 for a discussion of the key environmental resources areas that will be addressed.) The County of Santa Barbara Guidelines for the Implementation of CEQA (2008), and Environmental Thresholds and Guidelines Manual (2008) will serve as guiding documents in the preparation of the ADEIR.
- Alternatives Analysis (described above and below)
- Other CEQA-mandated Sections (including but not necessarily limited to Impacts Determined to be Less Than Significant).
- References
- List of Preparers
- Appendices (e.g., NOP, Responses to the NOP, relevant technical studies, etc.). Technical studies will be provided as a separate volume of the Subsequent EIR.

Executive Summary. Padre will prepare the Subsequent EIR Executive Summary in accordance with Section 15123 of the CEQA Guidelines. It will include the following elements:

- Summary of the project's key elements;
- A table identifying the significant effects of the project, mitigation measures and residual impact level based upon the County's CEQA Guidelines;
- Summary of areas of known controversy and comments raised during the NOP scoping process; and
- Summary of the results of the alternatives analysis which identifies the environmentally superior alternative.

Introduction. Padre will prepare the Subsequent EIR Introduction with input provided by the County team. The Introduction will describe the purpose and legal authority of the Subsequent EIR process (including a description of previous documentation from which the Subsequent EIR will be tiered); and provide background on the County's waste generation trends, regulatory requirements regarding solid waste disposal and recycling and the County's existing integrated waste management program.

¹ Where appropriate, Padre will update and modify existing mitigation measures to meet current standards and/or develop new mitigation measures necessary to reduce potentially significant project-specific and cumulative impacts.

Project Alternatives. Padre will evaluate up to seven alternatives (as described in Section 4.2.2) to the Resource Recovery Project at Tajiguas Landfill. (It is understood that the technical studies to be provided to Padre will include an analysis of project alternatives which will provide sufficient content to be incorporated into the Subsequent EIR.) The environmental analysis for the urban area alternative (MRF at Marborg site) will be highly detailed, to allow selection of this alternative as the environmentally preferred alternative, as appropriate. This section will include a matrix showing a comparative impact evaluation of the alternatives. This section will include a discussion of alternatives identified but not subject to detailed review, based on consultation with RRWMD. The environmentally superior alternative will be identified and discussed in the Project Alternatives section of the Subsequent EIR.

4.2.4 Task 4 – Preliminary Draft and Draft Subsequent EIR

Padre will prepare and submit the Draft Subsequent EIR to the County team in accordance with the schedule of deliverables provided in Section 5.0. The Draft Subsequent EIR will incorporate changes to the Administrative Draft Subsequent EIR text determined necessary by the County project team during the administrative review. Our proposal accounts for two thorough sets of revisions to the Administrative Draft Subsequent EIR by the County project team to produce a Preliminary Draft and Draft Subsequent EIR. Our scope and fee is based on the assumption that all comments will be compiled into one volume before submittal to Padre. It is understood that the final Administrative Draft Subsequent EIR (after the two thorough rounds of revision) may require some further revision and refinement before printing.

Padre will be responsible for the associated related subtasks:

1. Generating electronic copies and hard copies of the Preliminary Draft and Draft Subsequent EIR; and
2. Mailing copies of the Draft Subsequent EIR to the County-generated distribution list.

4.2.5 Task 5 - Written Summary of Comments at the Public Hearings on the Draft Subsequent EIR

The Padre project manager will attend the public hearings (two) on the Draft Subsequent EIR. During this hearing, notes will be taken. Utilizing our notes and the speaker cards or list of speakers in order of presentation, assumed to be provided to Padre by the County team, Padre will prepare a written summary of oral comments provided at the hearing. This proposal assumes that no more than 50 original comments will need to be summarized. Repeat comments, if any, will be referenced to the first instance of the comment by speaker name and comment number.

4.2.6 Task 6 - Responses to Comments on the Draft Subsequent EIR

As comments are received during the Draft Subsequent EIR review phase they will be forwarded by RRWMD to Padre for response including as necessary additional analysis as approved and directed by RRWMD. (It is understood that if comments pertain to the technical studies provided by RRWMD and Padre cannot adequately respond to them, they will be forwarded to RRWMD for response.) Upon completion of the minimum 45-day public review period and receipt of all comments on the Draft Subsequent EIR, Padre will prepare written responses to oral and written comments on the Draft Subsequent EIR and make any necessary revisions to the text.

The proposal assumes responses to comments requiring technical analysis would be provided by the preparers of the technical studies. However, Task 6 includes coordination with RRWMD and HDR during and following the public comment period to address general comments related to the feasibility of anaerobic digestion of MSW, and the limitations of aerobic composting.

All changes to the text will be noted with underlining and strikethrough. It is anticipated that collaboration with the County project team will be an integral part of developing the response approach. The comment letters will be incorporated into the document and comment numbers added in the margins if not already provided. The proposal assumes that no more than 25 letters with a total of 100 unique comments will require response, in addition to the oral comments. It is anticipated that there will likely be more than 100 comments; however, this proposal assumes that some of the comments will be repeat comments and will therefore be considered as 1 unique comment. If more than the anticipated number of comments require response, Padre can provide this additional service if requested by the County team. An optional cost per response to additional comment is provided in the Cost Proposal. The proposed cost assumes that the comments will not require extensive revisions to the text of the EIR.

4.2.7 Task 7 - Proposed Final Subsequent EIR (Draft 1)

Upon receipt of comments from the County team on the responses to comments on the DEIR Padre will prepare a Proposed Final Subsequent EIR (Draft 1), which incorporates any revisions needed to respond to the County's comments. Our proposal accounts for two thorough sets of revisions by the County project team. However, we assume that all comments will be compiled into one volume before submittal to Padre.

4.2.8 Task 8 – Proposed Final Subsequent EIR (Draft 2)

The Proposed Final Subsequent EIR will require final refinement/revision and will then become the Final Subsequent EIR (Draft 2).

Padre will be responsible for the associated related subtasks:

1. Generating electronic copies and hard copies of the Final Subsequent EIR; and
2. Mailing copies of the Final Subsequent EIR to the County-generated distribution list.

4.2.9 Task 9 – Findings, Overriding Considerations and Mitigation Monitoring and Reporting Plan

In accordance with CEQA Guidelines Sections 15091 and 15093 respectively and the County's CEQA Guidelines, Padre will prepare a detailed set of draft CEQA findings and Statement of Overriding considerations (if required) including supporting statement of facts from the Subsequent EIR in coordination with RRWMD. RRWMD will use these draft documents to prepare final CEQA findings and Statement of Overriding considerations (if required).

Pursuant to Section 15097 of the CEQA Guidelines, Padre will prepare a Mitigation Monitoring and Reporting Plan for adoption during the project approval process.

4.2.10 Task 10 - Final EIR

After final decision-maker action on the environmental review document, Padre will prepare the FEIR, which will include any modifications as requested by the decision-makers and County staff.

4.2.11 Task 11 – Progress Reports, Meetings and Hearings

As specified in the RFP, the RRWMD anticipates the following progress reports, meetings, and hearings:

- Progress reports at key milestones (9 assumed);
- Monthly in-person coordination meetings (18 assumed);
- Coordination meeting conference calls (3 assumed)
- Draft Subsequent EIR public meetings (2); and
- Decision-maker hearings (2).

Noticing of public meetings will be completed by Padre in coordination with RRWMD. This will include preparation of the written notice for mailing and or publication. However, Padre assumes that RRWMD will cover the costs associated with publication of notices in newspapers. Padre will prepare the speaker signup cards, attendance and mailing list sign-up, and written comment forms. Padre will prepare presentation materials including PowerPoint slides for projection and as handouts.

The Padre project manager will make a summary presentation regarding the project characteristics, project impacts, mitigation measures and alternatives at each public meeting and decision-maker hearing.

The Padre project manager will attend all coordination meetings, public meetings and hearings. Padre staff may attend one or more coordination meetings, if needed to discuss selected issues.

4.3 IMPACT ISSUES AND ASSESSMENT METHODOLOGY

This section identifies the main environmental issue areas to be addressed in the EIR as identified in the RFP. A brief discussion of the issue and the impact assessment methodology is also provided. The primary issues are expected to include:

Aesthetics/Visual Resources	Air Quality/GHG Emissions
Biological Resources	Risk of Upset, Fire Hazards, and Health and Safety
Geologic Processes	Noise
Land Use	Transportation and Circulation
Water Resources and Flooding	Nuisances
Growth Inducement	Other Environmental Issues

All impact analyses will be comparative to the impact determinations in the existing Tajiguas Landfill environmental documents. Short-term, long-term, direct, indirect and cumulative impact evaluations will be provided.

4.3.1 Aesthetics/Visual Resources

Visual impacts associated with the Tajiguas Landfill Project were identified as significant and unavoidable from several public viewing locations in the Tajiguas Landfill environmental documents. Visual impacts of the Resource Recovery Project may be associated with:

- The introduction of new structures (i.e., the MRF and AD buildings which would include rooftop solar arrays plus an optional landfill operations and recyclables storage structure) and ancillary facilities (the percolate storage tanks, fuel storage tanks, the new fire water storage tank, the Energy Facility, relocated landfill facilities, and the digestate curing area[s]) that may be visible from public viewing locations.
- Possible operation of Resource Recovery Project facilities 24 hours per day, 7 days per week which would introduce new night time lighting that could alter the night-time character of the project area.
- The extension of the landfill life by about 10 years which would delay closure activities on some areas of the site.

Padre will use the visual modeling products to be prepared by John Kular Consulting as the basis for this section. Padre will provide an assessment of the visual impacts of the base project, and the alternative MRF sites and Landfill expansion alternatives in compliance with the County's Visual Aesthetic Impact Assessment Guidelines¹. It is assumed that the visual modeling products will be provided electronically in formats compatible with AutoCAD (preferably), Adobe Photoshop, Micrographics or PDF for exhibits.² Photographs of existing conditions and simulations to be provided to Padre will be utilized to prepare exhibits for the Subsequent EIR. The RFP does not state that point of view diagrams will be provided. It is recommended that such diagrams be included in the visual modeling to be provided to Padre.

4.3.2 Air Quality/GHG Emissions

As disclosed in the Tajiguas Landfill Environmental Documents, operation of the Tajiguas Landfill results in significant and unavoidable air quality impacts including emissions of nitrous oxides (NOx), Particulate Matter (PM) and carcinogenic health risk. Construction and operation of the Resource Recovery Project would also result in the emissions of criteria pollutants, greenhouse gases, toxic air emissions and odors. Emissions would be associated with transporting and processing MSW currently transported to the Tajiguas Landfill and the potential additional processing of CSSR (optional project element). Emissions sources may include waste transport vehicles, waste handling equipment, storage of organic waste, waste processing, bio-gas, digestate drying and storage, digester effluent, wastewater treatment, digester fugitives and bio-gas combustion exhaust.

Padre will use the Air Quality Technical Report to be prepared by others as the basis for this section. Padre will peer review the Report to ensure that it provides sufficient information to prepare a legally adequate CEQA analysis, and complies with the County's Air Quality Impact Assessment Guidelines, Santa Barbara County Air Pollution Control District's Scope and Content of Air Quality Sections in Environmental Review Documents (updated December 2011). Our peer review will focus on the selection of proper emissions, source and receptor inputs to air dispersion and health risk assessment models, and reasonableness of output values. We do not propose to conduct modeling to validate the results.

Padre will provide comments pertaining to any deficiencies, if any are noted. This proposal assumes that there will not be any substantial deficiencies and that the Report will include analyses concerning cumulative impacts and impacts of all alternatives, and can be used as is with minor re-wording and formatting for consistency with the format established for the Subsequent EIR.

¹ Environmental issue area impact evaluation methodology and thresholds are defined in the County of Santa Barbara, Planning and Development, Environmental Thresholds and Guidelines Manual (Updated October 2008).

² The above assumptions apply to all environmental issue areas that will be based upon studies prepared by others and supplied to Padre by the RRWMD.

4.3.3 Biological Resources

As disclosed in Tajiguas Landfill Environmental Documents, construction and operation of the Tajiguas Landfill was identified as resulting in a number of significant and unavoidable biological impacts (e.g., loss of native habitats, loss of sensitive plants, impacts to sensitive wildlife species, and loss of oak trees). While construction activities associated with the Resource Recovery Project will largely occur in existing disturbed areas, or areas that will be disturbed by permitted landfill activities (e.g., west borrow area), grading activities and construction of some of the ancillary facilities (e.g., water storage tank, water supply well) may require additional vegetation removal. However, impacts to wildlife resulting from noise and vibration, expanded operations schedule and increased landfill life may result. Biological impacts may also occur due to the discharge of treated wastewater through landscape irrigation, reuse or through discharge to Pila Creek.

Padre will use the Biological Resources Technical Report to be prepared by others as the basis for this section. Padre will peer review the Report to ensure that it is consistent with numerous biological studies conducted at the Landfill over the past few years, and complies with the County's Biological Resources Impact Assessment Guidelines. We will provide any comments pertaining to deficiencies if any are noted. This proposal assumes that there will not be any substantial deficiencies and that the Report can be used as is with minor re-wording and formatting for consistency with the format established for the Subsequent EIR.

4.3.4 Risk of Upset, Fire Hazards and Health and Safety

As disclosed in Tajiguas Landfill Environmental Documents, the existing landfill is subject to potential hazards from wildland fires and from fires associated with the MSW (e.g., "hot loads" or subsurface fires). The proposed project has the potential to increase fire hazards. Additionally, similar to health and safety issues associated with landfill operations, operation of the MRF and Aerobic Digestion facility may expose workers to pathogens, disease carrying vectors, exposure to dust, noise and potential exposure due to improperly disposed hazardous or medical waste and other operational hazards.

Padre will use the Risk of Upset/Hazards/Health and Safety Technical Report to be prepared by others as the basis for this section. Padre will peer review the report to be provided by RRWMD to ensure that it complies with the County's Public Safety Thresholds and Impact Assessment Guidelines and provide any comments pertaining to deficiencies if any are noted. It is understood that potential impacts to be investigated in the Risk of Upset/Hazards/Health and Safety Technical Report include, but are not limited to, proximity to high fire hazard areas, protection from fires, increased fire hazards, risk of upset/explosion hazard from operation of the facilities, potential for landfill gas accumulation in structures, transportation and disposal of hazardous wastes, and health hazards caused by exposure to hazardous materials and vectors/diseases.

This proposal assumes that there will not be any substantial deficiencies and that the Report will include analyses concerning cumulative impacts and impacts of all alternatives, and can be used as is with minor re-wording and formatting for consistency with the format established for the Subsequent EIR.

4.3.5 Geologic Processes

The project site is located in a seismically active region, and therefore could be subject to significant ground shaking during an earthquake. While it is understood that no active faults are known to cross the project site, ground shaking on the site could damage future buildings and other structures, and threaten the welfare of future employees. Additionally, on-site geotechnical issues that could affect the design and operation of the proposed project include differential settlement due to the waste footprint boundary bisecting the Operations Deck and the presence of instability/landslides on the slope associated with the landfill west borrow area located to the west of the Operations Deck.

Padre will utilize the geotechnical, slope stability, and seismicity reports and engineering drawings to be provided to Padre by RRWMD and from prior Landfill environmental documents including: Final Subsequent Environmental Impact Report for the Tajiguas Landfill Reconfiguration (2009), CEQA Addendum for the Tajiguas Landfill Expansion Elimination of the Southeast Corner Modification and North Slope Borrow Area Modification (2006), and Final Environmental Impact Report for Tajiguas Landfill Expansion Project (2002). Since the Marborg site will be assessed at a high level of detail, we will need copies of geotechnical studies completed for the site. Padre will provide peer review of the documents. This section will include a description of local seismic conditions utilizing information from fault investigations that have been conducted at the landfill site. We will identify potential impacts to the Resource Recovery Project facilities from the existing geologic conditions and the impact of construction of the facilities on the existing geologic setting.

4.3.6 Noise

As disclosed in Tajiguas Landfill Environmental Documents, operation of the Tajiguas Landfill Project results in adverse but less than significant noise impacts. Operation of the proposed Resource Recovery Project has the potential to increase noise levels at the landfill property.

Padre will use the Noise Study to be prepared by others as the basis for this section. Padre will peer review the Study to ensure that it is consistent with noise-related analysis prepared for past EIRs, and complies with the County's Noise Thresholds and Impact Assessment Guidelines. Our peer review will focus on the selection of proper source and receptor inputs to noise assessment models, and reasonableness of output values. We do not propose to conduct modeling to validate the results.

We will provide comments pertaining to deficiencies if any are noted to RRWMD. This proposal assumes that there will not be any substantial deficiencies and that the Noise Study can be used as is with minor re-wording and formatting for consistency with the format established for the Subsequent EIR.

4.3.7 Land Use

Padre will prepare the land use analysis in coordination with RRWMD and Planning and Development Division staff. This section of the Subsequent EIR will analyze land use compatibility issues associated with operating the Resource Recovery Project (including increased intensity of use [24 hours per day seven days per week] and extending the life of landfill operations by about 10 years). Additionally, this section will include an evaluation of the project's consistency with County Comprehensive Plan policies, Coastal Plan Policies, CalRecycle waste management plans and initiatives and other applicable plans (e.g., Clean Air Plan, Regional Water Quality Control Board Basin Plan). The policy consistency analysis will also address policies of other project participants including the cities of Santa Barbara, Goleta, Solvang and Buellton. The focus of the policy consistency analysis will be waste disposal, recycling and GHG emissions reduction.

The information required to prepare this section of the Subsequent EIR will be obtained primarily from the other sections of the Subsequent EIR (e.g., noise, air quality, traffic); general plans of project participants, previous Landfill EIRs; CalRecycle; and staff from RRWMD and Planning and Development.

4.3.8 Transportation and Circulation

Padre will use the Traffic Study to be prepared by others as the basis for this section. It is understood that this study will meet the County's and Caltrans' standards and the Traffic Study will provide adequate information for preparation of the Subsequent EIR transportation and circulation section. This proposal assumes that there will not be any substantial deficiencies and that the Traffic Study can be used as is with minor re-wording and formatting for consistency with the format established for the Subsequent EIR.

4.3.9 Water Resources/Flooding

Padre will use the Hydrology and Hydraulic Analysis, Ground and Surface Water Quality Analysis and Groundwater Supply Analysis to be prepared by others as the basis for this section. This analysis will also include the evaluation of potential erosion and sedimentation associated with proposed earthwork. It is understood that these studies will be peer reviewed by the County team and will provide adequate information for preparation of the Subsequent EIR water resources/flooding section.

Key issues are likely to include construction phase storm water run-off, septic treatment of landfill-generated sewage, the use of additional groundwater for the digester, storm water run-off from the Resource Recovery site and digestate drying areas, possible reduction in leachate production, and discharge of treated digester effluent. This proposal assumes that there will not be any substantial deficiencies in the Hydrology and Hydraulic Analysis, Ground and Surface Water Quality Analysis and Groundwater Supply Analysis provided to Padre and that these analyses can be used as is with minor re-wording and formatting for consistency with the format established for the Subsequent EIR.

4.3.10 Nuisances

Padre will evaluate potential nuisance-related issues associated with operation of the Resource Recovery Project including odor, dust, litter, illegal dumping, noise and vectors, and compliance with state and local nuisance standards and regulations. (These issues were considered significant but mitigable in the Tajiguas Landfill environmental documents.) The analysis will be based on data from the existing Landfill EIRs, data from other EIR sections being prepared for the project (e.g., air quality, noise and health and safety), nuisance data from the existing landfill operations, data from the operation of similar Resource Recovery Project facilities statewide, and draft vector, odor noise and litter management and mitigation plans to be provided by Mustang. We will also assess potential nuisance issues associated with operation of the MRF at the Marborg site, including litter, odor, dust and disease vectors.

Potential changes to the types and magnitude of nuisance impacts associated with operation of the Resource Recovery Project and significance of those changes will be identified. Modification of existing mitigation measures, as necessary or additional measures will be proposed.

4.3.11 Growth Inducement

The proposed project would help provide necessary solid waste disposal services for the region and would support the community's goal of achieving this with a reduced reliance on landfilling. As required pursuant to CEQA Guidelines Section 15126.2(d), Padre will prepare an analysis of the ways in which the proposed Resource Recovery Project affects economic or population growth directly or indirectly, in the surrounding environment. Since the project would not result in an increase in permitted waste disposal area or capacity, significant growth inducement is not anticipated.

4.3.12 Environmental Justice

All projects involving a Federal action (funding, permits, or land) must comply with Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, signed by President Clinton on February 11, 1994. This Executive Order directs Federal agencies to take the appropriate and necessary steps to identify and address disproportionately high and adverse effects of Federal projects on the health or environment of minority and low-income populations to the greatest extent practicable and permitted by law. Low income is defined based on the Department of Health and Human Services poverty guidelines.

Although there is no Federal nexus to the project, the project participants have expressed concerns about this issue. Therefore, we have added this analysis to our work scope at your request. We will provide a setting identifying the minority and income status of areas directly affected by the proposed project and alternatives, based on the 2010 U.S. Census. An impact analysis will be provided and include a discussion of any disproportionate impacts on minority and low income populations.

4.3.13 Other Environmental Issue Areas/Impacts Determined to Be Less than Significant

It is assumed impacts to the environmental issue areas identified below would not significantly change as a result of the addition of the Resource Recovery Project and that the prior EIRs adequately disclose impacts for these issue areas. Padre will briefly summarize the prior analyses of the issue areas and describe why the Resource Recovery Project would not significantly alter the level of impacts for these issues as previously identified.

Agricultural Resources and Forestry	Energy
Cultural Resources	Mineral Resources
Historical Resources	Public Facilities
Paleontological Resources	Recreation

5.0 PROJECT SCHEDULE AND DELIVERABLES

The following list of deliverables and project schedule are based upon the RFP.

Table 1. Schedule of Deliverables

Deliverable	Format and Number of Copies	Schedule
Project Description, Environmental Setting ¹ and Description of Project Alternatives	One reproducible unbound copy, six bound copies and six electronic copies on disk	Within 20 working days after authorization to proceed on the contract
Administrative Draft Subsequent EIR	One reproducible unbound copy, six bound copies and six electronic copies on disk with files divided into issue areas/chapters	Within 60 working days after authorization to proceed on the contract OR within 30 working days from receipt of all technical studies in their final form ² , whichever is later
Preliminary Draft Subsequent EIR and Technical Appendices	One reproducible unbound copy, six bound copies and six electronic copies on disk with files divided into issue areas/chapters ³	Within 30 working days after receipt of the County's final comments on the Administrative Draft SEIR
Draft Subsequent EIR and Technical Appendices	One reproducible unbound copy, 50 bound copies and 50 electronic copies on disk, and two electronic copies with files divided into issue areas/chapters	Within 30 working days after receipt of the County's final comments on the Preliminary Draft SEIR
Draft Subsequent EIR and Technical Appendices Reproduction and Mailing	See above	Within 10 days after the camera-ready documents are produced
Written Summary of Comments at the Public Hearing on the DEIR	One reproducible unbound copy, six bound copies and six electronic copies on disk	Within 10 working days after the public hearing

¹ At this time a general regional setting description will be provided, issue specific settings will be provided later as part of the ADSEIR. This is because update of the issue-specific setting information as provided in previous environmental documents will require field reconnaissance, and communications and with agency personnel, etc., which is very likely to require more than 10 days from notice to proceed to accomplish.

² This proposal assumes that Padre will inform the RRWMD of any deficiencies noted in the technical studies and that the technical consultants to the RRWMD will be responsible for revising the technical studies if needed. The revised technical studies will be provided to Padre by the RRWMD for use in preparation of the Subsequent EIR.

³ The RFP requested one reproducible unbound copy, 50 bound copies and 50 electronic copies on disk, and two electronic copies with files divided into issue areas/chapters; however, since this is an internal review phase we assume that the number of copies as indicated above is what is desired by the RRWMD. Our proposal can be revised upon request if this is not the case.

Deliverable	Format and Number of Copies	Schedule
Responses to Comments on the Draft Subsequent EIR	One reproducible unbound copy, six bound copies and six electronic copies on disk	Within 20 working days after the close of the public comment period on the Draft Subsequent EIR (and receipt of all comments on the Draft Subsequent EIR)
Proposed Final Subsequent EIR (1 st Draft)	One reproducible unbound copy, six bound copies and six electronic copies on disk with files divided into issue areas/chapters	Within 30 working days after receipt of the RRWMD's final comments on the responses to comments on the Draft Subsequent EIR
Final Subsequent EIR (2nd Draft), Findings, and Statement of Overriding Considerations	One reproducible unbound copy, 50 bound copies and 50 electronic copies on disk, and two electronic copies with files divided into issue areas/chapters	Within 20 working days after receipt of the County's final comments on the Proposed Final Subsequent EIR
Final Subsequent EIR Reproduction (assumes Technical Appendices will not be reproduced) and Mailing	See above	Within 10 days after the camera-ready documents are produced
Final Subsequent EIR	One reproducible unbound copy, 10 bound copies and 10 electronic copies on disk, and two electronic copies on compact disk with files divided into issue areas/chapters	Within 20 working days after final decision-maker action

If feasible, Padre will provide deliverables within a shorter timeframe than identified above. In no event will Padre make late submittals without extenuating circumstances beyond our control and prior communication with the RRWMD.

All documents submitted to the County team will be prepared using Microsoft WORD 2010, or WORD 2007 compatible with Microsoft WORD 2010. PDF files and Microsoft PowerPoint (2007) files may also be provided. All copies of the Subsequent EIR will be double-sided and printed on recycled paper and spiral bound. All electronic submittals will be divided into chapters with file sizes that can easily be published on the County website and shall be in a format compatible with County computers.

6.0 REFERENCES

The following is a list of clients for which Padre has provided comparable environmental compliance services as those required for the Resource Recovery Project at the Tajiguas Landfill.

Santa Barbara County
Resource Recovery and Waste
Management
Joddi Leipner,
Senior Engineering
Environmental Planner
(805) 882-3614

Santa Barbara County Water
Conservation & Flood Control District
Ms. Maureen Spencer
Environmental Manager
(805) 568-3437

Calleguas Municipal Water District
Eric Bergh
Manager of Resources
(805) 579-7128

APPENDICES

Simon A. Poulter

Principal

EDUCATION: M.R.P. Environmental Planning, University of Pennsylvania, 1985
B.A. Marine/Aquatic Biology and Physical Geography, Wittenberg University, 1980

QUALIFICATIONS: Environmental Sciences Group Manager

EXPERIENCE: Mr. Poulter has over 30 years of experience as a project manager and environmental scientist responsible for the preparation of physical, biological, and cultural resource assessments for inland, coastal, and outer continental shelf projects. Mr. Poulter has extensive experience with the development of permitting strategies, permit acquisition and permit condition compliance for coastal projects.

Mr. Poulter is a Principal of Padre Associates, Inc. and currently manages the firm's Environmental Sciences group. In this role he is responsible for supervising day to day operations of the group including marketing, contract administration, staffing, quality assurance, cost control, and scheduling of ongoing projects. Mr. Poulter's experience includes the preparation of numerous environmental impact reports, resource assessment studies, and environmental training programs for projects within the western United States, as well as several international projects. Mr. Poulter has extensive experience in the preparation of permit applications associated with development and restoration projects as well as associated mitigation/permit condition compliance.

Mr. Poulter directs the preparation of environment assessment documentation mandated under both the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA). Such documentation has included environmental assessments for large water and wastewater facilities in southern and central California and expansion of naval facilities throughout California, Washington and Alaska. Mr. Poulter recently supervised the preparation of a comprehensive environmental impact report (EIR) for the construction of a regional brine disposal pipeline as well as the retrofit and upgrade of water storage and transmission systems. Mr. Poulter also supervised the preparation of a Subsequent EIR for the Flood Control Maintenance Activities in the Goleta Slough and assisted the Santa Barbara County Flood Control and Water Conservation District with regulatory compliance for the project.

His current and past project experience includes preparation of planning/project development documentation, environmental review documents and permit application packages for large-scale coastal energy projects. These projects include oil and gas, liquefied natural gas, nuclear and alternative energy (wave energy) development. These projects have required coordination with agencies including , Bureau of Ocean Energy Management, Regulation and Enforcement, U.S. Army Corps of Engineers ,

**SUPPLEMENTAL
INFORMATION:**

Nuclear Regulatory Commission, National Marine Fisheries Service, U.S. Fish and Wildlife Service, State Office of Historic Preservation, State Lands Commission, Coastal Commission, Regional Water Quality Control Boards, California Department of Fish and Game and regional Air Quality Control Districts.

Previously, Mr. Poulter was the Program Manager for Resources Management Services at Fugro West for 6 years prior to establishing Padre Associates, Inc. In addition, he worked for 8 years as an environmental coordinator, project manager, and computer mapping coordinator for a firm concentrating on assessment of environmental impacts, oil spill contingency planning and training for programs for offshore and onshore oil and gas exploration and development. Project areas included the Beaufort Sea, North Slope, Bering Sea, and Cook Inlet in Alaska, the Santa Maria Basin, and Santa Barbara Channel of California.

Mr. Poulter's areas of concentration have included the mapping of physical, biological, and cultural resource areas along much of the California and Alaskan coastline, as well as documentation and assessment of the effects of oil and chemical spills on these resources. Mr. Poulter participated in the preparation of the shoreline cleanup plan for the 1990 oil spill at Huntington Beach, California, as well as documentation of environmental impacts associated with the Valdez oil spill. Mr. Poulter has also designed and implemented oil spill response strategies and training programs for oil spills in remote tropical regions.

**PROFESSIONAL
AFFILIATIONS:**

City of Carpinteria, Former Chairman Planning Commission

Former Member Carpinteria Salt Marsh Technical and Steering Committee

Former Chairmen, City of Carpinteria General Plan and Local Coastal Plan Update Committee

Western States Petroleum Association - Associates Representative

National Association of Environmental Professionals - Former Board Member

Matthew T. Ingamells

Senior Biologist

EDUCATION:

M.A. Biology, University of California, Santa Barbara, 1990

B.S. Environmental and Systematic Biology, California Polytechnic University,
San Luis Obispo, 1980

QUALIFICATIONS:

Biologist

Ecological Society of America (Certified Ecologist)

California Scientific Collecting Permit

EXPERIENCE:

Mr. Ingamells has 29 years of experience in:

- Biological impact assessment, constraints analysis and revegetation;
- Wetland delineation and mitigation;
- Regulatory permitting, permit compliance monitoring and mitigation monitoring;
- Environmental (CEQA/NEPA) document preparation;
- Environmental documentation for transportation projects (Caltrans oversight); and
- Air quality and noise studies.

The following are brief descriptions of representative landfill projects Mr. Ingamells has worked on.

Tajiguas Landfill Reconfiguration and Baron Ranch Restoration Project – Subsequent EIR. Project manager for preparation of an EIR to reconfigure the only landfill in southern Santa Barbara County to reduce construction costs. The project would include removal of sedimentation basins in Pila Creek and loss of a threatened species population (California red-legged frog). The project includes comprehensive restoration of the adjacent Baron Ranch to offset biological impacts at Pila Creek. The California red-legged frog would be relocated to Baron Ranch. Other issues addressed included water resources, cultural resources, noise and land use.

Waste Management Corporation - Lancaster Landfill Expansion EIR. Task leader to conduct biological surveys, wetland delineation and prepare an impact assessment for the expansion of a landfill in Antelope Valley (western Mojave Desert). Primary issues included the potential for the landfill to attract ravens and other known predators of the endangered desert tortoise, loss of wetlands and loss of habitat for Mojave ground squirrel.

Kern County Waste Management - Eastern Kern County Regional Landfill Siting Study. Task leader to conduct biological surveys and prepare a biological constraints analysis for two candidate sites in the western Mojave Desert totaling 1,410 acres. Special-status species found on the sites included prairie falcon, golden eagle, short-eared owl, burrowing owl, Le Conte's thrasher, and loggerhead shrike. In addition, several special-

status plant species have the potential to occur on the two sites. A geographical information system was used to rank various areas of the two sites as to botanical and wildlife sensitivity. This data will be used to select a landfill area within one of the two sites.

Santa Clara River Permeable Weirs - Mitigated Negative Declaration. Project manager for preparation of an MND for a bank stabilization project in Fillmore, CA. The project would use palisades to stabilize existing banks and facilitate the accretion of sediment over time to "train" the northern river bank away from homes and the Fillmore Water Recycling Plant. The palisades would be composed of a series of pipe piles with polyester netting strung between the piles. The primary issue was potential impacts to migrating steelhead, as regulatory agencies feared the netting would entangle steelhead.

Simi Valley Landfill and Recycling Center: Landfill Expansion Project. Prepared an analysis of the potential biological impacts associated with expanding the Simi Valley Landfill. Field surveys documented the absence of the California gnatcatcher, but a special-status bird species (southern California rufous-crowned sparrow) was observed breeding in the expansion area. In addition, a special-status plant species (Plummer's mariposa lily) was found immediately adjacent to the expansion area. Mitigation measures were developed to minimize loss of coastal sage scrub, avoid impacts to Plummer's mariposa lily, and restore coastal sage scrub in buffer areas surrounding the landfill.

County of Santa Barbara - Santa Maria Regional Landfill EIR. Prepared air quality impact analysis for expansion of the landfill and closure of inactive portions. An equipment (dozers and compactors) and mobile source (disposal vehicles) emissions inventory was prepared and landfill gas generation rates estimated. A health risk assessment was prepared to identify risks associated with toxic air contaminants contained within landfill gas and emitted by diesel-powered equipment. The ISCST and ACE2588 models were used to estimate concentrations of toxic air contaminants and health risk at the landfill boundary and residential receptors.

Waste Management - Burbank Landfill Expansion. Prepared the air quality and biological resources portions of an Initial Study to be used to scope an environmental impact report for landfill expansion.

City of Fillmore - 1972 Fillmore/County Closed Landfill Bank Protection. Obtained regulatory permits, prepared a mitigation plan and monitored construction of a soil cement levee to protect a closed landfill from further exposure by storm flows in the Santa Clara River.

Wheeler Canyon - Biological Constraints Analysis. Lead biologist for analysis of potential impacts of subdividing a 641 acre property into 16 estate lots. Botanical and wildlife surveys, and vegetation mapping was completed to identify sensitive resources. Issues of concern included impacts to oak trees, rufous-crowned sparrow, Bell's sage sparrow, Cooper's hawk, whiptail lizard, coast horned lizard, two-striped garter snake, ring-necked snake, and loss of wetlands.

Boyle Engineering/City of Thousand Oaks - Unit W & Unit F Sewer Interceptor Reconstruction Project. Project manager and biologist for preparation of a Program EIR for the replacement of over 3 miles of sewer pipelines within Arroyo Conejo, a regionally important riparian corridor and designated nature preserve. The Program EIR also served as a project-specific EIR for Phase I of the project. Mitigation measures included construction worker training, fish rescue, relocation of special-status reptiles during the construction period, avoidance of nest territories of special-status bird species and restoration of all areas impacted by construction. Mr. Ingamells implemented and/or monitored all mitigation measures during construction. Subsequently, Padre monitored the success of mitigation plantings, and completed 5 years of monitoring for Phase I in 2004. The City received final approval of the Phase I mitigation effort from the Corps and California Department of Fish and Game in November 2004. The five year mitigation effort for Phase II was approved by the Corps and CDFG in November 2006.

Simi Valley Landfill and Recycling Center - Landfill Expansion Project. Prepared an analysis of the potential biological impacts associated with expanding the Simi Valley Landfill. Field surveys documented the absence of the California gnatcatcher, but a special-status bird species (southern California rufous-crowned sparrow) was observed breeding in the expansion area. In addition, a special-status plant species (Plummer's mariposa lily) was found immediately adjacent to the expansion area. Mitigation measures were developed to minimize loss of coastal sage scrub, avoid impacts to Plummer's mariposa lily, and restore coastal sage scrub in buffer areas surrounding the landfill.

Ventura County Waste Management Division - Piru Landfill Bank Protection. Obtained regulatory permits, prepared a mitigation plan and monitored construction of the reconstruction of a rock rip-rap levee to protect a closed landfill from further exposure by storm flows in the Santa Clara River.

Ventura County Watershed Protection District - Ojai Burn Dump Bank Protection. Prepared a mitigation plan and monitored reconstruction of a rock rip-rap levee to protect a closed landfill from further exposure by storm flows in the Ventura River.

South Coast Transfer Station - Noise and Air Quality Study. Assessed potential noise and air quality impacts associated with replacing an electric tub grinder with a diesel engine-driven horizontal grinder. The Study included ambient noise measurements at noise-sensitive land uses, and noise modeling to identify potential noise increases. In addition, air emissions increases were estimated based on manufacturer's data. An initial study checklist was included to determine if the existing CEQA document would adequately address impacts.

**PROFESSIONAL
AFFILIATIONS:**

Society for Conservation Biology (member)

Donna M. Hebert

Project Manager and Environmental Scientist

EDUCATION: M.A. Environmental Education, California Polytechnic State University, San Luis Obispo, 1989

B.S. Forestry/Marketing, University of Maine, Orono, 1982

A.S. Forest Management Technology, University of Maine, Orono, 1980

U.C. Santa Barbara Extension Certification in Negotiation and Mediation, 2006

QUALIFICATIONS: Project Manager and Environmental Scientist

EXPERIENCE: Ms. Hebert joined Padre Associates, Inc. in 1997. Her work focuses on environmental impact assessment and permitting. As a project manager, Ms. Hebert interfaces with public agency and applicant representatives, and coordinates project team work programs. She maintains day to day involvement with the projects she manages by actively preparing reports and applications, and reviewing supporting materials prepared by project team members.

Ms. Hebert is experienced in all phases of the California Environmental Quality Act (CEQA) process from the preparation of initial studies through findings and mitigation monitoring plans. She has managed the preparation of numerous Environmental Impact Reports (EIRs). Her primary issue areas of expertise are aesthetics, land use, noise, agricultural resources, health and safety, and public service impact assessment.

Ms. Hebert is also experienced in the preparation of environmental documentation under the National Environmental Policy Act. She has also prepared numerous combined NEPA-CEQA documents. This experience includes preparing CEQA-Plus environmental documentation per the requirements of the following agencies:

- State Water Resources Control Board;
- State Department of Health Services;
- USDA Rural Development; and
- DOI Bureau of Reclamation.

Ms. Hebert's permitting experience includes industrial and infrastructure projects in environmentally sensitive settings. She has facilitated the permitting process for projects with multi-agency involvement including the California Coastal Commission, State Lands Commission, California Department of Fish and Game, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California Department of Transportation, air pollution control districts, and city and county governments. In association with many of the permitting projects she manages, she is also responsible for coordination of environmental monitoring associated with environmental conditions incorporated into project work plans and imposed as permit conditions.

Ms. Hebert also assists in a variety of biological studies and surveys. Her experience includes oak tree surveys, kit fox den surveys, and wetland delineations.

Representative projects Ms. Hebert has managed and/or participated in include:

- **Belmont Pier Artificial Reef Project EA/IS and Focused EIR.** Ms. Hebert is co-managing the preparation of a combined EA/IS and Focused EIR on behalf of the National Oceanic and Atmospheric Administration, a trustee agency for the Montrose Settlement Agreement. The City of Long Beach is the CEQA lead agency. The project includes the construction of an artificial reef in proximity to the Belmont fishing pier.
- **BEACON Regional Sediment Management Plan Programmatic EIR.** Ms. Hebert co-managed the preparation of a Programmatic EIR on behalf of the Beach Erosion Authority for Clean Oceans and Nourishment. The EIR evaluated 13 capital projects that comprise onshore and offshore developments and consist of sand management, sand handling, beach nourishment, or sand retention activities within Ventura and Santa Barbara Counties. The Programmatic EIR covered all environmental issues and will be used as the first tier environmental document, which will provide a basis for subsequent project-specific environmental review.
- **Conifer Tank Replacement Project EIR.** On behalf of Triunfo Sanitation District, Ms. Hebert managed the preparation of background environmental studies and CEQA compliance documentation including an EIR for a water tank replacement project in Oak Park, California. Triunfo Sanitation District determined that its Conifer Zone potable water storage tank needed to be replaced due to seismic hazard considerations. The project is located in a residential community and the location of the replacement tank was controversial. Padre assisted the District in evaluating a range of alternatives tank replacement options including 17 alternative site locations. An EIR was ultimately prepared that focused on two alternative sites, two tank design options and a variety of pipeline alternatives. Ms. Hebert also provided mitigation compliance support to the District during the construction phase of the project.
- **Ventura County Waterworks District 19 Near-term Capital Projects MND and ER.** Ms. Hebert prepared a Mitigated Negative Declaration (MND) evaluating the potential impacts of pipeline replacement and other water infrastructure modifications proposed for the Somis area of Ventura County. She also prepared an Environmental Report (ER) for the project to meet the NEPA requirements of the US Department of Agriculture, Rural Development, Rural Utility Service for federal loan applicants.
- **Santa Barbara County Flood Control and Water Conservation District Flood Control Maintenance Activities in the Goleta Slough Subsequent EIR.** Ms. Hebert assisted in the preparation of the Subsequent EIR, specifically she prepared the Land Use and Policy Consistency, Impacts Determined to be Less than Significant, and Cultural Resources sections of the document. She also provided internal peer review of several other sections of the EIR.

- **Moorpark Wastewater Treatment Plant Expansion Focused EIR.** Ms. Hebert managed the preparation of an Initial Study and Focused EIR for the Moorpark Wastewater Treatment (MWTP) Plant Expansion. The MWTP 5.0 million gallons per day (MGD) expansion is designed to address projected influent wastewater characteristics, effluent discharge requirements, and sludge handling and disposal requirements.
- **Sunbelt Medical Office MND.** Ms. Hebert assisted the City of Agoura Hills in the preparation of a MND for a proposed medical office complex within the U.S. Highway 101 view corridor of the City.
- **Santa Catalina Island Company's 15-Year Plan Environmental Impact Report.** Ms. Hebert managed the preparation of this document, which assessed the potential impacts of a phased multi-use development proposal spanning the jurisdictions of the City of Avalon and County of Los Angeles.

Subsequently, she managed and prepared analyses for a Mitigated Negative Declaration for an expanded golf course and horse stables relocation within the City of Avalon. These actions were proposed as components of the 15-Year Plan.
- **Western Plateau Preservation Plan. Supplemental EIR.** Ms. Hebert assisted the City of Thousand Oaks in the preparation of a Supplemental Environmental Impact Report for the controversial Western Plateau Preservation Plan. This project involved proposed land use and zoning changes on several sites within two Specific Plan areas of the City. Among other elements, the Plan provided for increased development densities in some areas in exchange for the preservation of a large open space area known as the Western Plateau.
- **Subsea Oil and Gas Well, and Associated Pipeline Abandonment Permitting Assistance.** Under contract to four separate companies involved with facilities abandonment in the Santa Barbara Channel, Ms. Hebert assisted in the preparation of applications and supporting documentation for Coastal Development, the Army Corps of Engineers (Section 404), Regional Water Quality Control Board (Section 401), and NPDES permits. Documentation prepared included project descriptions / execution plans, environmental / coastal policy evaluation, marine mammal contingency plan and agency permit applications.
- **Soil and Ground Water Investigations and Remediation at a Marine Terminal Permitting Assistance.** Ms. Hebert provided interagency coordination and preparation of permitting applications for several related projects over a period of years. These projects required emergency and regular permits and involved coordination with up to 16 responsible and interested agencies. She also coordinated environmental monitoring efforts required for these projects due to the biological and archaeological sensitivity of the site.

**PROFESSIONAL
AFFILIATIONS:**

Association of Environmental Professionals (member and former Chapter Director)
California Native Plant Society (member)
Association of Water Agencies Ventura County (member)

**SUPPLEMENTARY
INFORMATION**

Prior to joining the firm, Ms. Hebert was responsible for project management, environmental impact assessment, preparation of CEQA-related documentation, and permitting assistance for Fugro West, Inc., Ventura, California. She was with Fugro for eight years.

In 1994, Ms. Hebert provided consulting services, in the area of environmental education, to Conservation International's tropical forest conservation staff in the Peten region of Guatemala. In this effort she used skills in agroforestry and international development, which she developed during her Peace Corps service in the Philippines and agroforestry training in the Solomon Islands.

Ms. Hebert engages in continuing education in the fields of environmental review, planning, mediation/negotiation and special environmental topics by attending courses offered through the Association of Environmental Professionals, University of California (U.C.) Los Angeles Public Policy Program, U.C Berkley Extension, UC Santa Barbara Extension and other professional skills enhancement programs.

Resume

Jennifer L. Leighton

Project Manager

EDUCATION: B.A. Environmental Studies - focus on California Policy and Coastal Processes: University of California Santa Barbara (UCSB), 2000.

QUALIFICATIONS: Project Manager and Environmental Analyst

EXPERIENCE: Ms. Leighton joined Padre Associates, Inc. in 2001. As a Project Manager her work focuses on environmental impact assessment relating to California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) compliance and environmental permitting services. Her specialty includes permitting and compliance management for coastal and offshore energy and infrastructure projects.

Ms. Leighton's representative project experience includes the following:

County of Santa Barbara Flood Control and Water Resources Agency (SBCFCWRA) - Routine Maintenance Activities in the Goleta Slough Supplemental Environmental Impact report (SEIR). Ms. Leighton completed a final SEIR on behalf of Santa Barbara County Flood Control and Water Resources Agency for continuation of routine maintenance desilting activities within the Goleta Slough. Challenging project components included development of a program that would accomplish the District's flood control objectives while protecting the existing sensitive biological and cultural resources within the Goleta Slough watershed. Ms. Leighton is currently assisting SBCFCWRA with the permitting and federal consultations required for continued implementation of this project.

California State Lands Commission (CSLC) -

PRC-421 Pier Removal (Bird Island) Project EIR. Ms. Leighton assisted with the preparation of an EIR for removal of a remnant oil and gas structure (Bird Island) on State Lease PRC-421 on behalf of the CSLC.

Santa Barbara Hazards Removal Program. Ms. Leighton served as the Project Manager for the preparation of a Mitigated Negative Declaration/Initial Study regarding the removal of potential hazards located at 21 sites along the coastline of the Santa Barbara Channel. As funding becomes available, she is responsible for permit compliance and continued mitigation monitoring and reporting to CSLC for hazard removal activities at each of the remaining sites.

Beta Offshore, LLC -

Platform Elly to Platform Eureka Intrafield Replacement Pipelines Project. Ms. Leighton completed the submittal of a permit application and supporting environmental documentation as well as a Compliance Monitoring Program to the Bureau of Ocean Energy Management (BOEM) and Bureau of Safety and Environmental Enforcement (BSEE) for replacement of two service lines from Platform Elly to Platform Eureka in the offshore Beta Production Unit; located offshore Long Beach, California.

Platform Edith to Platform Elly Power Cable Project. Ms. Leighton is currently working on submittal of a permit application and supporting environmental documentation to the Bureau of Ocean Energy Management (BOEM) and Bureau of Safety and Environmental Enforcement (BSEE) for the installation of a submarine power cable between Platforms Edith and Elly in the offshore Beta Production Unit; located offshore Long Beach, California.

DCOR - Platforms A, B, and Hillhouse Pipeline Replacement Project. Ms. Leighton completed the submittal of a permit application and supporting environmental documentation as well as a Compliance Monitoring Program to the Bureau of Ocean Energy Management (BOEM) and Bureau of Safety and Environmental Enforcement (BSEE) for replacement of four service lines between Platforms A, B, and Hillhouse; located offshore Carpinteria, California.

ChevronTexaco -

4H Platform Decommissioning Project- Shell Mounds Disposition. From 2003 to present; Ms. Leighton has assisted Chevron with the submission of various project application information intended to enable the State and associated responsible agencies to evaluate a proposed Marsh Enhancement Project to other alternatives associated with the remaining 4H Platform Shell Mounds disposition.

Carpinteria Remediation Project. Ms. Leighton recently assisted Chevron with permitting and development of a Mitigation Compliance Program for the Chevron/Venoco Soil Remediation Project (under direction of the RWQCB and City of Carpinteria) located in Carpinteria, California.

Southern California Edison (SCE) -

McGrath Peaker Project, Oxnard, CA. Ms. Leighton is currently providing project permit compliance and project management support to SCE on behalf of the McGrath Peaker Installation and Substation Improvement Projects.

Mandalay Marine Terminal Decommissioning Program. Ms. Leighton prepared several environmental documents for, and participated in onshore field monitoring during the SCE Mandalay Marine Terminal Decommissioning Program. Her responsibilities included coordination and monitoring of onshore and offshore activities to ensure contractor compliance with permit conditions, daily pre-construction surveys, and biological monitoring of special status species; including the western snowy plover, California least tern, and California grunion.

ExxonMobil - Goleta Beach Hazards Removal Project. As a subcomponent of the CSLC Santa Barbara Channel Hazards Removal Program, Ms. Leighton was the Project Manager responsible for environmental compliance during removal of four caisson/support remnants and associated hazardous structures from Goleta Beach in Santa Barbara County. Her primary responsibilities for this project included agency coordination and permitting as well as development and enforcement of the

project's mitigation compliance program and field monitoring on behalf of ExxonMobil/CSLC.

Calleguas Municipal Water District - Regional Salinity Management Program: Hueneme Outfall Replacement Project. Ms. Leighton is involved with several phases of the permitting and construction as part of the larger Calleguas Municipal Water District Regional Salinity Management Program. Specifically, Ms. Leighton assisted with Project Management and field compliance activities relating to installation of the Hueneme Outfall Replacement Project; offshore and within the City of Port Hueneme, completed in 2010. This portion of the project involved installation of an approximately one mile-long offshore outfall using Horizontal Directional Drilling (HDD) methodology to bore under Hueneme Beach.

Southern California Gas Company - La Goleta Gas Storage Field Enhancement Project. Ms. Leighton is the Project Manager responsible for a zoning change amendment and permitting required within the County of Santa Barbara for enhancement of the existing La Goleta Gas Storage Field located in the City of Goleta. The project includes installation of two development and two production wells and associated infrastructure at the existing storage field.

NorthernStar Natural Gas - Clearwater Port Project. Ms. Leighton was central to the development, preparation, and submittal of multiple applications and submittals to the United States Coast Guard and California State Lands Commission on behalf of the proposed Northern Star Natural Gas - Clearwater Port Offshore LNG Project. The key component to this project included preparation of the supporting environmental documentation related to a development and production plan amendment to the former MMS for change of use of Platform Grace from an offshore oil and gas facility to a deepwater port.

Pacific Offshore Operators, Inc. - Offshore Underwater Powerline Repair Project. Ms. Leighton provided marine mammal and construction monitoring support during repair of an offshore submarine powerline project.

TRAINING:

CalOSHA 40-Hour Health and Safety Training, Supervisor Training, and Yearly 8-hour Refresher Course. Water Survival/H.U.E.T Egress Training, BBS/LPS Safety Training, 1st Aid/CPR Training.

SUPPLEMENTARY INFORMATION:

Prior to working at Padre Associates, Ms. Leighton worked as an Environmental Specialist for Applied Environmental Technologies, Inc. (AET) of Ventura for four years. During this time, her duties primarily consisted of research and preparation of over 100 Phase I Environmental Site Assessments. In addition, she was responsible for the preparation of quarterly groundwater monitoring and remediation status reports. Ms. Leighton also participated in various field activities which included soil and groundwater testing for oil and gasoline related constituents.

Resume

Jeffrey T. Damron, P.E., G.E.

Principal

- EDUCATION:** B.S. Civil Engineering, 1984, California Polytechnic State University, San Luis Obispo
- Introduction to Professional Practice, 1991, Institute For Professional Practice
- Short-Courses: Clay Liners, Covers for Waste Disposal Facilities, University of Texas, Austin, 1991
- Evaluation and Mitigation of Earthquake-Induced Liquefaction Hazards, University of Southern California, 1991
- Seismic Design of Waterfront Retaining Structures, U.S. Army Corps of Engineers, 1993
- QUALIFICATIONS:** Professional Geotechnical Engineer, California
- Professional Civil Engineer, California
- Professional Engineer, Civil, Oregon
- EXPERIENCE:** Mr. Damron has worked in the field of civil engineering since 1984 in the geotechnical engineering, geoenvironmental engineering and remediation, and construction monitoring fields.
- Mr. Damron supervises all phases of geoenvironmental projects. Those projects include Phase I and II environmental site assessment, remediation, and closure of project sites. Mr. Damron has also been responsible for projects where Risk Based Corrective Action (RBCA) modeling has been used to establish higher cleanup target levels for remediation efforts. Mr. Damron's geoenvironmental experience also includes the development of contract documents for the removal, installation, and upgrade of both underground and aboveground fuel storage tanks, on numerous projects, to comply with Federal and State regulations. Those projects have been for both private and public sector clients that include hospitals, hotel chains, retail business companies, and the U.S. Navy. The typical scope of work on those projects includes: subsurface investigations to provide preliminary geotechnical and geoenvironmental assessment; preparation of contract documents including plans and specifications; preparation of preliminary engineering cost estimates; bid evaluation; and, construction monitoring to observe compliance with project documents and environmental protocol.
- In addition to geoenvironmental projects, Mr. Damron has supervised and been involved in geotechnical projects throughout California including deep foundations, landslide stabilization, oil/gas processing facilities, roadways, and pipeline projects. He supervises all phases of geotechnical investigations including field exploratory and laboratory testing programs, engineering analyses and evaluations, and report preparation. Projects have included vibro replacement foundations and subsequent evaluation of overall ground improvement, geotechnical instrumentation programs, analysis of liquefaction potential, and assessment of slope instability.

From 1988 through 1991, Mr. Damron served as the Project Engineer for the Exxon Santa Ynez Unit Expansion Project's onshore facilities, onshore pipelines, and nearshore pipelines in Santa Barbara County, California. As Project Engineer, he was the onsite engineer responsible for geotechnical engineering, construction monitoring, and coordination of surveying and construction materials testing for the site and facility development portion of this oil processing and storage facility. Construction monitoring activities included observation and testing of reinforced earth walls, tieback walls, soil-cement production and placement, geogrid reinforced engineered fill, drilled pier installation, and reinforced concrete placement.

Representative projects that Mr. Damron has completed include:

U.S. Department of Navy Fuel Tank Projects, Various Sites, California and Nevada. Prepared plans and specifications for the removal of underground storage tanks (USTs) at five Navy facilities. The project at Port Hueñeme NCBC included the removal of approximately 60 USTs from 40 locations on the facility. Provided engineering support and observation of UST removals for regulatory compliance during construction at most sites.

The May Department Stores Company, Various Locations, California and Oregon. Provided environmental assessment, evaluation and design of remediation systems, plans and specifications for UST removal and abandonment in-place, and construction management for numerous properties. Construction management duties include bid document preparation and distribution and bid evaluation. Also serves as owner's representative onsite during all construction activities.

Alamar Dry Cleaners, Oxnard, California. Performed environmental assessment of a release of dry cleaning chemicals to soil and ground water. Once the contaminant plumes were defined, assessed various remediation options with owner to evaluate the costs and potential success in achieving remediation goals. Performed construction monitoring and evaluations of remediation activities.

Kaiser Hospital Fuel Tank Projects, Various Sites, California. Performed environmental site assessments, and developed construction documents for the removal, replacement and upgrade of fuel storage and supply systems at several sites. The work includes coordinating tank removals and installations while providing continuous fuel supply to emergency generators. At some locations, temporary fuel storage and supply systems were designed to support the generators during removal and replacement of the permanent system.

City of Ventura, Downtown Theater Building. During construction of a new theater building, petroleum hydrocarbon soil and ground water contamination was encountered. Mr. Damron reviewed available records to establish that the contamination was originating from an off-site source. After reviewing RBCA modeling by others, designed a geomembrane vapor barrier that was subsequently installed below the building to mitigate potential vapor migration into the building.

Hill Canyon Waste Water Treatment Plant Expansion, Thousand Oaks, California. Performed geotechnical study for the expansion of the existing waste water treatment facility. Expansion included adding vehicle and pedestrian access bridges, clarifiers, filters, reactor basins, operations buildings, and surface parking.

Hyatt and Marriott Hotels, Various Locations, California, Nevada, and Hawaii. Provided environmental assessment, plans and specifications for fuel storage and supply systems removal, replacement and upgrade, and construction management for numerous properties. In Hawaii, managed the turnkey design - build services for the installation of a new UST.

Cool Carriers Refrigerated Warehouses, Oxnard Harbor District, Port Hueneme, California. Performed geotechnical study and construction monitoring for the approximately 150,000 square feet of refrigerated warehouses. The facility is supported on a driven concrete pile foundation immediately behind the wharf at the Port of Hueneme.

Del Norte Recycling and Transfer Facility, Oxnard, California. Performed geotechnical study and construction monitoring for the approximately 130,000 square-foot facility. The facility is supported on a stone column foundation and required temporary dewatering in the vicinity of a truck tunnel below the tipping floor.

TRAINING:

California Division of Occupational Health and Safety (DOSH) 40-Hour Health and Safety Training

PROFESSIONAL AFFILIATIONS:

American Society of Civil Engineers, Member

Resume

Jerome K. Summerlin, C.E.G., C.Hg., R.E.A. II

Principal

EDUCATION: B.S. Geology, California State University, Chico, 1987
Professional Certificate, Hazardous Materials Management, University of California, Santa Barbara, 1991
Professional Certificate, Site Assessment and Remediation, University of California, Davis, 1993

QUALIFICATIONS: Registered Geologist, California
Certified Engineering Geologist, California
Certified Hydrogeologist, California
Registered Geologist, Arizona
Registered Geologist, Oregon
Professional Geologist, Wyoming
Registered Environmental Assessor II, California
Certified Environmental Manager, Nevada
General Engineering A Contractors License, California

EXPERIENCE: Mr. Summerlin is the President of Padre Associates, Inc., and is also responsible for the firm's geoenvironmental practice (soil and groundwater assessment and remediation). Mr. Summerlin has been responsible for and participated in a variety of geotechnical, geologic, hydrogeologic, and geoenvironmental projects throughout California, Nevada, Utah, Alaska, Wyoming, Texas, Arizona, North Carolina, and Hawaii. He has managed environmental assessment and remediation projects, which have included preliminary site assessment (Phase I), site assessment (Phase II), remedial action design and planning/permitting, implementation of remedial action programs (Phase III), and verification monitoring upon completion of remedial actions (Phase IV). His training and experience includes a firm understanding of environmental laws and regulations, sample collection, analytical procedures and protocols, site safety procedures, quality assurance/quality control requirements, remedial action feasibility analyses, and design of remedial systems. Geologic studies pertaining to engineering geology include field mapping, subsurface drill hole logging and geotechnical soil sample collection, trench logging for slope stability and structural investigations, and engineering slope stability analyses. His hydrologic experience includes groundwater modeling and aquifer testing.

Mr. Summerlin has extensive field experience with a variety of subsurface exploration tools including air/mud rotary drill rigs, sonic drilling rigs, bucket-auger drill rigs, hollow-stem auger drill rigs, direct push / Geoprobe drill rigs, and cone penetrometer rigs. He also has experience with portable gas chromatographs, photoionization detectors, flame ionization detectors, and soil vapor extraction testing measurement equipment.

Resume

Mr. Summerlin is currently managing environmental projects with an emphasis on petroleum-related assessment and remedial action programs. He is the Responsible Managing Employee for the firm's State of California Contractors License, General Engineering A.

Mr. Summerlin has completed the following projects:

United States General Services Administration, Tucson and Phoenix, Arizona. Conducted Phase I and Phase II environmental site assessment programs at potential redevelopment sites, which has historically contained numerous facilities that utilized hazardous substances. The Phase II assessment program included assessment of soil and ground water conditions, and recommendations for remedial actions.

Chevron U.S.A., Inc., Central and Southern California. Conducted Phase I and Phase II environmental site assessment programs at oil and gas production leases and processing facilities. Projects have included identification of soil and ground water conditions, and development of remedial action programs.

Hyatt Hotels and Resorts, California, Nevada, and Hawaii. Conducted underground storage tank upgrade projects throughout the western U.S. and Hawaii. Projects have included assessment and remediation of product releases, and the replacement of tanks at several resort properties.

Chevron Environmental Management Company. Has completed / managed the completion of more than 40 soil and groundwater assessment and remediation projects located in the Ventura Oil Field, Cat Canyon Oil Field, and Santa Maria Valley Oil Field.

TRAINING AND CERTIFICATIONS:

Hazardous Substances Removal and Remedial Actions Certification,
California

California Division of Occupational Safety and Health (DOSH), 40-Hour
Health and Safety Training

DOSH. Annual Health and Safety Training Refresher Course

American Red Cross CPR and First Aid Training

PROFESSIONAL AFFILIATIONS:

Groundwater Resources Association of California

National Ground Water Association

Resource Recovery Project at the Tajiguas Landfill Revised Cost Proposal to Prepare a Subsequent Environmental Impact Report

Submitted to:

Santa Barbara County

Resource Recovery & Waste Management Division

130 East Victoria Street, Suite 100

Santa Barbara, California 93101

Attention: Mr. Carlyle A. Johnson



Submitted by:

Padre Associates, Inc.

1861 Knoll Drive

Ventura, California 93003

805-644-2220

October 23, 2012

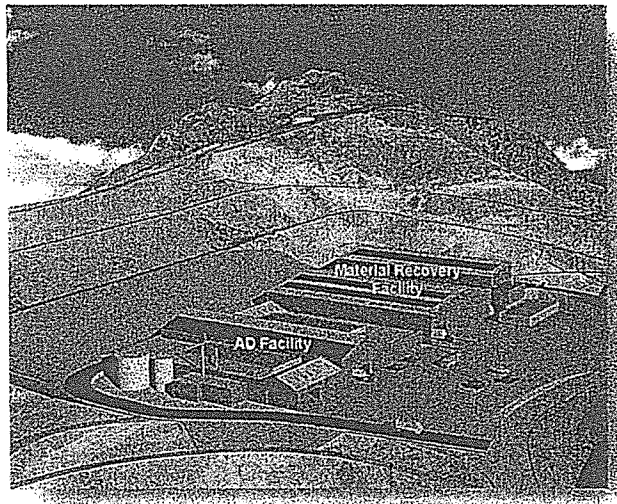


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APPENDICES

APPENDIX A: PADRE 2011 FEE SCHEDULE

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COST PROPOSAL

Budget Estimate

Padre proposes to provide the scope of work as described herein for a cost not to exceed \$160,982, not including a 20 percent contingency (\$32,196) in accordance with our 2011 Fee Schedule (attached). Table 1 provides a breakdown of costs by task and identifies the billing rates for staff responsible for each task. Hourly rates are inclusive of salary, administrative expense, overhead expense and profit. Table 1 includes the initials of project team members by labor category. The following is a list of project team members and initials as used in Table 1.

- | | |
|-----------------------|------------------------|
| SP – Simon Poulter | MI – Matt Ingamells |
| JS – Jerome Summerlin | DH – Donna Hebert |
| JD – Jeff Damron | JL – Jennifer Leighton |

Assumptions

The budget estimate outlined in this proposal is based in part on numerous assumptions. The primary assumptions are outlined below. Additional assumptions pertaining to specific elements of the proposal are identified elsewhere in the technical proposal.

1. The technical studies identified below will be provided to Padre by RRWMD. These studies will be technically adequate, made available to Padre Associates in a timely manner and in readily usable formats (hard copy and Word documents with figures provided preferably in AutoCAD).

Technical Study
Visual Modeling
Air Quality Technical Report
Biological Technical Report
Risk of Upset Letter Report
Geotechnical Study/Slope Stability Analysis
Noise Study
Traffic Study
Technical Study of Hydrology/Hydraulics, Ground Water Supply, Ground Water and Surface Water Quality

2. All graphics created for the technical studies will be made available to Padre in an electronic format that can be readily used by our drafting department for conversion into figures for inclusion in the CEQA documentation.

3. The technical studies to be provided to Padre will include cumulative impact evaluation and alternatives evaluation consistent with the scope established for the Subsequent EIR; and will be prepared in a manner that includes all required elements of a CEQA analysis for a Subsequent EIR (i.e., impacts will be identified comparative to the baseline condition).
4. Publications of notices in newspapers will be paid for directly by RRWMD.

Preferred Schedule of Payment

Padre's preferred schedule of payment is a monthly Net 30 (payment due in full on or within 30 calendar days) basis.

County of Santa Barbara RRWMD
Resource Recovery Project at the Tajiguas Landfill
Revised Proposal to Prepare a Subsequent Environmental Impact Report
October 23, 2012



Tasks	Time (Hours)	Cost	Senior Professional SP*, JS*, JD*	Project Professional MI*	Staff Professional DH*, JL*	Word Processing \$60	Graphics \$70
1. Kick Off Meeting	12	\$1,340	4	4	4		
2. Project Description, Setting, Alt. Des.	70	\$5,980	2		40	4	24
3. ADEIR							
3.1. Executive Summary	37	\$3,450	1	8	20	2	6
3.2 Introduction	12	\$1,170	1	2	8	1	
3.3 Environmental Impact Analysis							
a. Aesthetics	52	\$4,500		2	32	2	16
b. Air Quality/GHG	26	\$2,760		24		2	
c. Biological Resources	18	\$1,560		8		2	8
d. Risk of Upset, Fire, Health & Safety	17	\$1,550	1	8		2	6
e. Geologic Processes	25	\$2,900	16		8	1	
f. Noise	18	\$1,720		12		2	4
g. Land Use	45	\$4,100	1	4	30	2	8
h. Transportation/Circulation	22	\$2,000		12		2	8
i. Water Resources/Flooding	20	\$1,980	2	12		2	4
j. Nuisances	18	\$1,700		4	12	2	
k. Growth Inducement	11	\$1,110	2	2	6	1	
l. Environmental Justice	21	\$2,080		8	12	1	
m. Other Environmental Issues	29	\$2,750	1	2	24	2	
3.4 Other Sections	27	\$2,530	1		24	2	
3.5 Alternatives	136	\$13,750	12	52	58	2	12
4. Preliminary DEIR	104	\$9,800		40	40	8	16
5. DEIR & Tech Appendix	58	\$5,620	2	28	16	8	4
6. Repro. & Mailing DEIR	16	\$1,360		8		8	
7. Written Summary of Comments	26	\$2,460		4	20	2	
8. Response to Comments on DEIR	88	\$9,040	2	50	32	4	
9. Proposed Final EIR (1st Draft)	80	\$7,450	2	34	18	8	18
10. Proposed Final EIR (2nd Draft)	57	\$5,530	1	24	24	8	
11. Finding & Statement of Overriding Con.	35	\$3,410	1	8	24	2	
12. Repro. & Mailing Final EIR	16	\$1,360		8		8	
13. FEIR	41	\$4,050	1	22	12	6	
14. Meetings & Hearings	140	\$15,420	4	132	4		
15. Project Management	42	\$4,660	2	40			
Padre Staff Hours	1319	\$129,090	59	562	468	96	134
Expenses			Notes:				
Supplies, Travel, and Communications	\$1,500		(7 hard copies, 6 disks)				
Printing PD, Setting & Alt Des	\$130		(65 hard copies [includes 50 separate technical appendix volumes], 62 disks)				
Printing ADEIR & DEIR	\$15,310		(Assumes 25 single volume hard copies and 50 disks get mailed out return receipt and 50 disks)				
Mailing DEIR	\$713		(7 hard copies & 6 disks)				
Printing Sum Com & Res Com	\$620		(58 hard & 68 disks, no technical appendices)				
Printing AFEIR, DFEIR, & FEIR	\$8,943		(Assumes 25 single volume hard copies and 50 disks get mailed out return receipt and 50 disks)				
Mailing FEIR	\$713						
General Administrative	\$3,964						
Subtotal Direct Charges	\$31,892						
Total Cost	\$160,982		Cost Plus 20% Contingency \$193,178				

APPENDICES

APPENDIX A - PADRE 2011 FEE SCHEDULE

2011 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional	\$	160/hr
Senior Professional II.....	\$	140/hr
Senior Professional.....	\$	130/hr
Project Professional II.....	\$	120/hr
Project Professional.....	\$	110/hr
Staff Professional II.....	\$	100/hr
Staff Professional.....	\$	95/hr
Senior Technician (Non-Prevailing Wage).....	\$	90/hr
Senior Technician (Prevailing Wage).....	\$	95/hr
Technician (Non-Prevailing Wage)	\$	80/hr
Technician (Prevailing Wage)	\$	85/hr
Drafting.....	\$	70/hr
Word Processing	\$	60/hr

*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$425 per hour.

OTHER DIRECT CHARGES

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
SCUBA Charge	\$ 100/day
Vehicle	\$ 80/day
Photoionization Detector	\$ 120/day
Nuclear Density Gauge	\$ 85/day
Automobile Mileage	\$ 0.85/mile

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$193,178 (which includes a contingency amount of \$32,196).
- B. Extra work required to complete the project may be authorized only if CONTRACTOR received written approval by the COUNTY's designated representative as identified in Paragraph 1 of this Agreement at the same rate per unit as included in EXHIBIT A. The total amount of this contingency fund is 20% of the agreement amount or \$32,196.
- C. 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. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- 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 a on '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.

Client#: 310999

PADRE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/28/2012

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

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

PRODUCER Hub International HUB Int'l Insurance Serv. Inc. P.O. Box 4047 Concord, CA 94524-4047	CONTACT NAME:
	PHONE (A/C, No, Ext): 925 609-6500 FAX (A/C, No): 925 609-6550 E-MAIL ADDRESS:
INSURED Padre Associates, Inc. 1861 Knoll Drive Ventura, CA 93003	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Zurich American Insurance Co 16535
	INSURER B: Navigators Specialty Ins Co 36056
	INSURER C: Travelers Prop Cas Co of Amer 25674
	INSURER D: Hartford Fire Insurance Company 19682
	INSURER E: INSURER F:


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GLO942855204	02/01/2012	02/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>		57UENVF1656	02/01/2012	02/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		SE12EXC723141C	02/01/2012	02/01/2013	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PJUB6368B52712	02/01/2012	02/01/2013	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Tajiguas Landfill Resource Recovery Project Subsequent EIR.
 Santa Barbara Co., as additional insured as respects to General Liability per attached CG2010 0704 & CG2037
 0704, as required by written contract.

CERTIFICATE HOLDER Santa Barbara Co. Public Works Dept. Resource Recovery & Waste Management Div. 130 East Victoria St., #100 Santa Barbara, CA 93101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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
<p>AS REQUIRED BY THOSE ENTITIES WITH WHOM THE NAMED INSURED EXECUTES A WRITTEN CONTRACT PRIOR TO A LOSS.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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 in-tended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed
AS REQUIRED BY THOSE ENTITIES WITH WHOM THE NAMED INSURED EXECUTES A WRITTEN CONTRACT PRIOR TO A LOSS.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>AS REQUIRED BY THOSE ENTITIES WITH WHOM THE NAMED INSURED EXECUTES A WRITTEN CONTRACT PRIOR TO A LOSS.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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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 in-tended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed
AS REQUIRED BY THOSE ENTITIES WITH WHOM THE NAMED INSURED EXECUTES A WRITTEN CONTRACT PRIOR TO A LOSS.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



County of Santa Barbara
BOARD OF SUPERVISORS

Minute Order

April 22, 2014

Present: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam,
and Supervisor Lavagnino

PUBLIC WORKS

File Reference No. 14-00309

RE: Consider recommendations regarding Tajiguas Landfill Resource Recovery Project - Contract Amendments for Preparation of a Subsequent Environmental Impact Report and Air Quality Technical Report, First, Second and Third Districts, as follows:

a) Approve and authorize the Chair to execute Amendment No.1 to the Professional Services Contract with the consulting firm of Padre Associates for preparation of the Subsequent EIR for the proposed Tajiguas Landfill Resource Recovery Project in the amount of \$39,164.00 which will bring the total Contract value to \$232,342.00; and

b) Approve and authorize the Chair to execute Amendment No.1 to the Professional Services Contract with the consulting firm of AECOM for preparation of an Air Quality Technical Report and Biological Technical Report for the proposed Tajiguas Landfill Resource Recovery Project in the amount of \$42,128.00 which will bring the total Contract value to \$279,128.00.

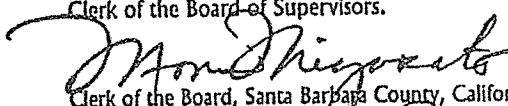
A motion was made by Supervisor Carbajal, seconded by Supervisor Wolf, that this matter be Acted on as follows:

a) and b) Approved; Chair to execute; and

The motion carried by the following vote:

Ayes: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam,
and Supervisor Lavagnino

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink, of the Clerk of the Board of Supervisors.


Clerk of the Board, Santa Barbara County, California

Date 4-28-14 by Deputy: Renee Parker



Contract Summary Form:

Contract Number : BC-13-080

D1. Fiscal Year: FY 2012-13 through FY 2014-15
D2. Budget Unit Number (*plus -Ship/-Bill codes in paren's*) : 054
D3. Requisition Number.....:
D4. Department Name.....: Public Works, Resource Recovery & Waste Mgmt
D5. Contact Person: Joddi Leipner
D6. Phone.....: 805-882-3614

K1. Contract Type (*check one*): Personal Service Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose : Preparation of Subsequent EIR
K3. Original Contract Amount.....: \$193,178 (includes a contingency amount of \$32,196)
K4. Contract Begin Date: November 13, 2012
K5. Original Contract End Date: December 31, 2014
K6. Amendment History (*leave blank if no prior amendments*):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmntCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmnt</u>	<u>NewEndDate</u>	<u>Purpose</u>
<i>(2-4 words)</i>								
1	Apr 22, 2014	\$39,164	\$193,178	\$232,342	Dec 31, 2014	TRRP	SEIR	add. work

K7. Department Project Number: 195053

B1. Is this a Board Contract? (*Yes/No*).....: yes
B2. Number of Workers Displaced (*if any*): NA
B3. Number of Competitive Bids (*if any*): 3
B4. Lowest Bid Amount (*if bid*): \$121,462
B5. If Board waived bids, show Agenda Date.....:
B6. ... and Agenda Item Number.....: #
B7. Boilerplate Contract Text Unaffected? (*Yes / or cite ¶¶*) : yes

F1. Encumbrance Transaction Code.....: NA
F2. Current Year Encumbrance Amount: \$N/A
F3. Fund Number: 1930
F4. Department Number.....: 054
F5. Division Number (*if applicable*).....:
F6. Account Number: 7460
F7. Cost Center number (*if applicable*):
F8. Payment Terms.....: Net 30

V1. Vendor Numbers (*A=uditor; P=urchasing*): 615250
V2. Payee/Contractor Name: Padre Associates, Inc.
V3. Mailing Address: 1861 Knoll Drive
V4. City State (*two-letter*) Zip (*include +4 if known*) : Ventura, CA 93003
V5. Telephone Number.....: 805-644-2220
V6. Contractor's Federal Tax ID Number (*EIN*): 77-0444582
V7. Contact Person.....: Matt Ingamells
V8. Workers Comp Insurance Expiration Date: 2/1/13
V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*): 2/1/13 (G&P)
V10. Professional License Number: #
V11. Verified by (*name of County staff*)

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.....: _____

**Board of Supervisors Contract Amendment No. 1
to the Contract with Padre Associates, Inc. for the Tajiguas Landfill Resource
Recovery Project Subsequent EIR
(BC-13-080)**

The agreement between the County of Santa Barbara (County) and Padre Associates, Inc. (CONTRACTOR) which was entered into on November 13, 2012 (Board Contract No. BC-13-080) is hereby modified and amended as follows:

1. Exhibit B Payment Arrangements (Paragraph A) is hereby amended to read:

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$232,342, which includes \$25,000 of contingency.

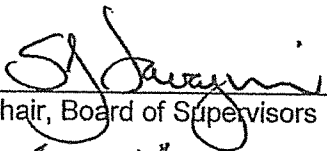
2. Exhibit B Payment Arrangements (Paragraph B) is hereby amended to read:

B. Extra work required to complete the project may be authorized only if CONTRACTOR received written approval by the COUNTY's designated representative as identified in Paragraph 1 of this Agreement at the same rate per unit as included in EXHIBIT A. The total amount of this contingency fund is \$25,000.

All other terms and conditions of the agreement will remain in full force and effect.

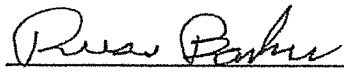
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

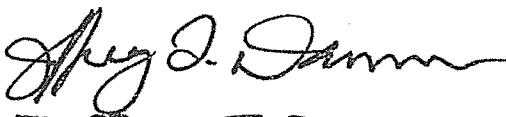
COUNTY OF SANTA BARBARA

By: 
Chair, Board of Supervisors
Date: 4-22-14

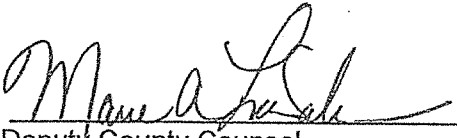
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

CONTRACTOR

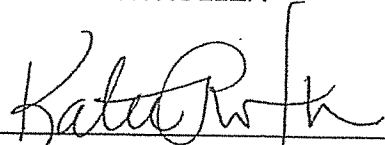
By: 
Deputy


By: Jeffrey T. Damm
TaxID Number: 77-0444582

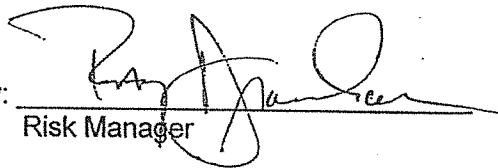
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

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

By: 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: 
Risk Manager



County of Santa Barbara
BOARD OF SUPERVISORS

Minute Order
January 20, 2015

Present: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam,
and Supervisor Lavagnino

PUBLIC WORKS

File Reference No. 15-00067

RE: Consider recommendations regarding Tajiguas Landfill Resource Recovery Project - Contract Amendment (extend term) for preparation of a Subsequent Environmental Impact Report, First, Second and Third Districts, as follows:

- a) Approve, ratify and authorize the Chair to execute Amendment No. 2 to the Professional Services Contract (BC-13-080) with the consulting firm of Padre Associates, Inc. for preparation of the Subsequent Environmental Impact Report for the proposed Tajiguas Landfill Resource Recovery Project to extend the Contract term to December 31st, 2015 at no additional cost; and
- b) Determine that this action is exempt from review pursuant to Section 15061(b) (3) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) because there is no possibility that the activity in question may have a significant effect on the environment

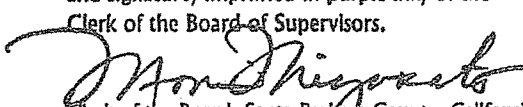

A motion was made by Supervisor Adam, seconded by Supervisor Farr, that this matter be Acted on as follows:

- a) Approved; Chair to execute; and
- b) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink, of the Clerk of the Board of Supervisors.


Clerk of the Board, Santa Barbara County, California
Date 1-26-15 by Deputy: 



**Board of Supervisors Contract Amendment No. 2
to the Contract with Padre Associates, Inc. for the Tajiguas Landfill Resource
Recovery Project Subsequent EIR
(BC-13-080)**

The agreement between the County of Santa Barbara (County) and Padre Associates, Inc. (CONTRACTOR) which was entered into on November 13, 2012 (Board Contract No. BC-13-080) is hereby modified and amended as follows:

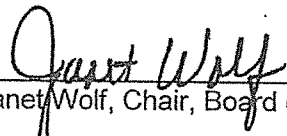
1. Agreement, Page 1, Section 4. TERM is hereby amended to read:

CONTRACTOR shall commence performance on November 13, 2012 and end performance upon completion, but not later than December 31, 2015 unless otherwise directed by COUNTY or unless earlier terminated.


All other terms and conditions of the agreement will remain in full force and effect.

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

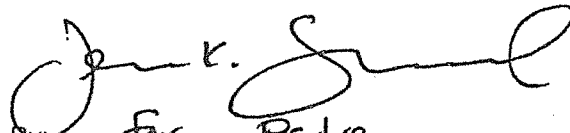
COUNTY OF SANTA BARBARA

By: 
Janet Wolf, Chair, Board of Supervisors
Date: 1-20-15

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: 
Deputy

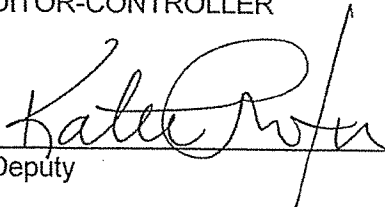
CONTRACTOR

By: 
TaxID Number: 77-0444582

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

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

By: 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: Manuel Ponce
Risk Manager



County of Santa Barbara
BOARD OF SUPERVISORS

Minute Order

December 8, 2015

Present: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

PUBLIC WORKS

File Reference No. 15-00932

RE: Consider recommendations regarding Tajiguas Landfill Resource Recovery Project - Contract Amendment for Preparation of a Subsequent Environmental Impact Report, First, Second and Third Districts, as follows:

- a) Approve and authorize the Chair to execute Amendment No. 3 to the professional services contract (BC-13-080) with the consulting firm of Padre Associates, Inc. for preparation of the Subsequent Environmental Impact Report for the proposed Tajiguas Landfill Resource Recovery Project to extend the contract term to June 30, 2017 and to increase the contract contingency amount by \$20,000.00, for a total contract amount of \$252,342.00; and
- b) Determine that this action is exempt from review pursuant to Section 15061(b) (3) of the State Guidelines for Implementation of the California Environmental Quality Act because there is no possibility that the activity in question may have a significant effect on the environment.

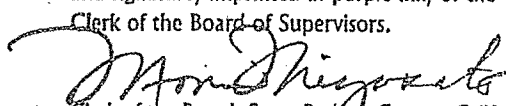
A motion was made by Supervisor Farr, seconded by Supervisor Lavagnino, that this matter be Acted on as follows:

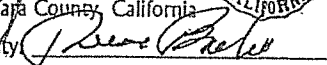
- a) Approved; Chair to execute; and
- b) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink, of the Clerk of the Board of Supervisors.


Clerk of the Board, Santa Barbara County, California

Date 12-15-15 by Deputy 



Board Contract Summary

BC 13 _080

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

D1.	Fiscal Year	FY15-16 and 16-17
D2.	Department Name	Public Works
D3.	Contact Person	Joddi Leipner
D4.	Telephone	882-3614

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Preparation of Subsequent EIR
K3.	Department Project Number	054
K4.	Original Contract Amount	\$ 193,178
K5.	Contract Begin Date	November 13, 2012
K6.	Original Contract End Date	December 31, 2014
K7.	Amendment? (Yes or No)	yes
K8.	- New Contract End Date	June 30, 2017
K9.	- Total Number of Amendments	3
K10.	- This Amendment Amount	\$ 20,000
K11.	- Total Previous Amendment Amounts	\$ 39,164
K12.	- Revised Total Contract Amount	\$ 252,342

B1.	Intended Board Agenda Date	
B2.	Number of Workers Displaced (if any)	NA
B3.	Number of Competitive Bids (if any)	NA
B4.	Lowest Bid Amount (if bid)	NA
B5.	If Board waived bids, show Agenda Date	NA
	and Agenda Item Number	NA
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	No

F1.	Fund Number	1930
F2.	Department Number	054
F3.	Line Item Account Number	7460
F4.	Project Number (if applicable)	195053
F5.	Program Number (if applicable)	1750
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	monthly

V1.	Auditor-Controller Vendor Number	615250
V2.	Payee/Contractor Name	Padre Associates, Inc
V3.	Mailing Address	1861 Knoll Drive
V4.	City State (two-letter) Zip (include +4 if known)	Ventura, CA 93003
V5.	Telephone Number	805-644-2220
V6.	Vendor Contact Person	Matt Ingamells
V7.	Workers Comp Insurance Expiration Date	2/1/16
V8.	Liability Insurance Expiration Date	2/1/16
V9.	Professional License Number	NA
V10.	Verified by (print name of county staff)	

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

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

Date: _____ Authorized Signature: _____

AMENDMENT NO. 3 TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN COUNTY OF SANTA BARBARA AND PADRE ASSOCIATES, INC. (BC-13-080)

This Amendment (hereinafter referred to as "Amendment No. 3" to the Agreement of Services of Independent Contractor (hereinafter referred to as "Agreement") is made by and between the County of Santa Barbara (hereinafter referred to as "COUNTY"), and Padre Associates, Inc. (hereinafter referred to as "CONTRACTOR") with reference to the following:

WHEREAS, COUNTY and CONTRACTOR executed the Agreement (Contract BC-13-080) on November 13, 2012, amended the agreement on April 22, 2014 (1st amendment) and amended the agreement again on January 20, 2015 (2nd amendment); and

WHEREAS, the previously agreed upon contract term is to be amended and;

WHEREAS, the extended contract term may result in additional costs associated with managing and completing the CEQA review for the Tajiguas Resource Recovery Project and;

WHEREAS, Section 23, ENTIRE AGREEMENT AND AMENDMENT, of the Agreement provides that the Agreement may be altered, amended or modified by an instrument in writing by the COUNTY and CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the text of AGREEMENT, PAGE 1, SECTION 4 TERM, and EXHIBIT B, PAYMENT ARRANGEMENTS to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY AND CONTRACTOR agree to amend the Agreement as follows:

1. The text of AGREEMENT, PAGE 1, SECTION 4. TERM is hereby amended to read:

"CONTRACTOR shall commence performance on November 13, 2012 and end performance upon completion, but not later than June 30, 2017 unless otherwise directed by COUNTY or unless earlier terminated.

2. The text of EXHIBIT B, PAYMENT ARRANGEMENTS, is hereby amended to read:

"A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$252,342, which includes \$42,800 of contingency.

B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of this Agreement at the same rate per unit as defined in EXHIBIT A. The total amount of this contingency fund is \$42,800.

3. Except as set forth in Sections 1 and 2 hereof, this Amendment No. 3 shall not modify or change any of the provision of the Agreement and the parties to this Agreement are bound by its provisions, as amended herein.

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

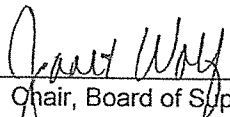
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk


COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 12/8/15

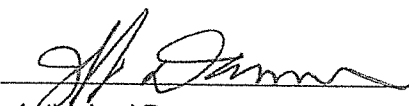
RECOMMENDED FOR APPROVAL:

Santa Barbara County Public Works
Department

By: 
Scott D. McGolpin Department
Head, Public Works Director

CONTRACTOR:

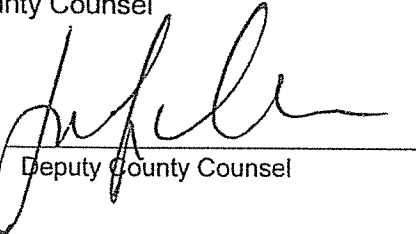
Padre Associates, Inc.

By: 
Authorized Representative

Name: Jeff Damron
Title: Corp. Sec.

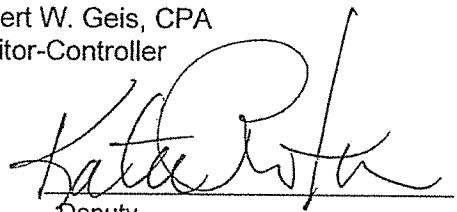
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

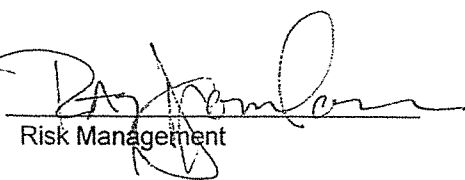
APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management