

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 Environmental Science Associates with an address at 115 S. La Cumbre Lane, Suite 300, Santa Barbara, CA 93105 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Katie Nall at phone number 805-884-8050 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Ruta Thomas at phone number (213) 599-4300 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

| | |
|----------------|---|
| To COUNTY: | Katie Nall, County of Santa Barbara, Planning & Development Department, 123 E. Anapamu Street, Santa Barbara, CA 93101; nallk@countyofsb.org |
| To CONTRACTOR: | Ruta Thomas, Environmental Science Associates 115 S. La Cumbre Lane, Suite 300, Santa Barbara, CA 93105; rthomas@esassoc.com |

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on August 19, 2025 and end performance upon completion, but no later than December 1, 2026 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing

shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such

interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

Unless otherwise specified in Exhibit A, and excluding Pre-Existing Intellectual Property (defined below), CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions; provided, COUNTY acknowledges that its alteration of CONTRACTOR's work product without the consent of CONTRACTOR, or use of the work product for any purpose other than the work described in this Agreement is at COUNTY's sole risk and without liability to CONTRACTOR. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

Nothing in this Section shall be deemed to give COUNTY an ownership interest in, or copyright to, any standard details, drawings, source code, specifications or other intellectual property rights of CONTRACTOR that were in existence prior to the effective date of this Agreement ("Pre-Existing Intellectual Property"); provided however that CONTRACTOR grants to COUNTY a limited, non-exclusive, royalty-free license to use such Pre-Existing Intellectual Property in accordance with this Agreement to the extent included in any work product.

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by

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

14. RECORDS, AUDIT, AND REVIEW

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

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

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. IMMATERIAL CHANGES

CONTRACTOR and COUNTY agree that immaterial changes to the Statement of Work (time frame and mutually agreeable Statement of Work changes which will not result in a change to the total contract amount) may be authorized by Planning and Development Director, or designee in writing, subject to the Board of Supervisors authority to rescind this delegated authority at any time, and will not constitute an amendment to the Agreement.

[This area intentionally left blank. Signatures on following page.]

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Environmental Science Associates**.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Laura Capps, Chair, Board of
Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Planning and Development
Department

CONTRACTOR:

Environmental Science Associates

DocuSigned by:
Lisa Plowman
By: 84A1F2CE48D248C
Lisa Plowman, Director
Planning & Development

By: *Ruta K Thomas*
Ruta K Thomas (Aug 1, 2025 10:48:46 PDT)
Authorized Representative

Name: Ruta Thomas

Title: Senior Vice President/Southern CA Regional
Director

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA
Auditor-Controller

Signed by:
Sean Stewart
By: C04194079021431...
Deputy County Counsel

Signed by:
Shawna Jorgensen
By: DF6DB6D7D6344E6...
Deputy

APPROVED AS TO FORM:

Risk Management

Signed by:
Greg Milligan
By: 05F555F00269466...
Risk Management

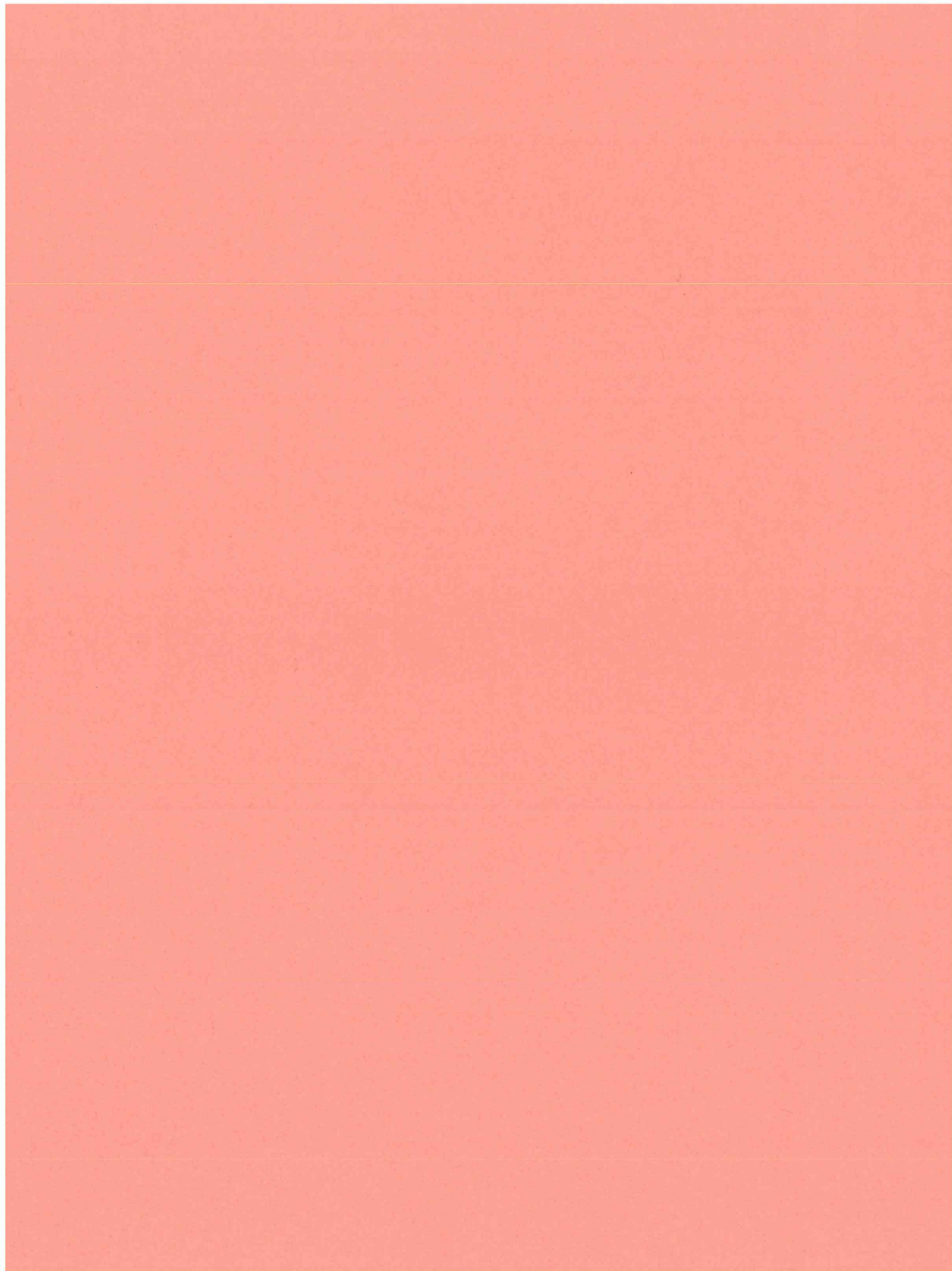


EXHIBIT A

STATEMENT OF WORK

CONTRACTOR shall render services in accordance with the Statement of Work for Preparation of the Imerys Solar Array and Battery Energy Storage System Environmental Impact Report (EIR), as shown in **Exhibit D** and incorporated herein by reference. The Statement of Work describes the required tasks, deliverables, document preparation, project schedule, cost estimate, and staff assigned to the project.

Meghan Gibson, David Crook, Brian Allee, Selena Whitney, Alan Sako, Tamara Klug, Sara Dietler, Michael Burns of Environmental Science Associates, Todd LaBerge of TLB Fire Protection Engineering, Inc., and Eddie Font of VisionScape Imagery, shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

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

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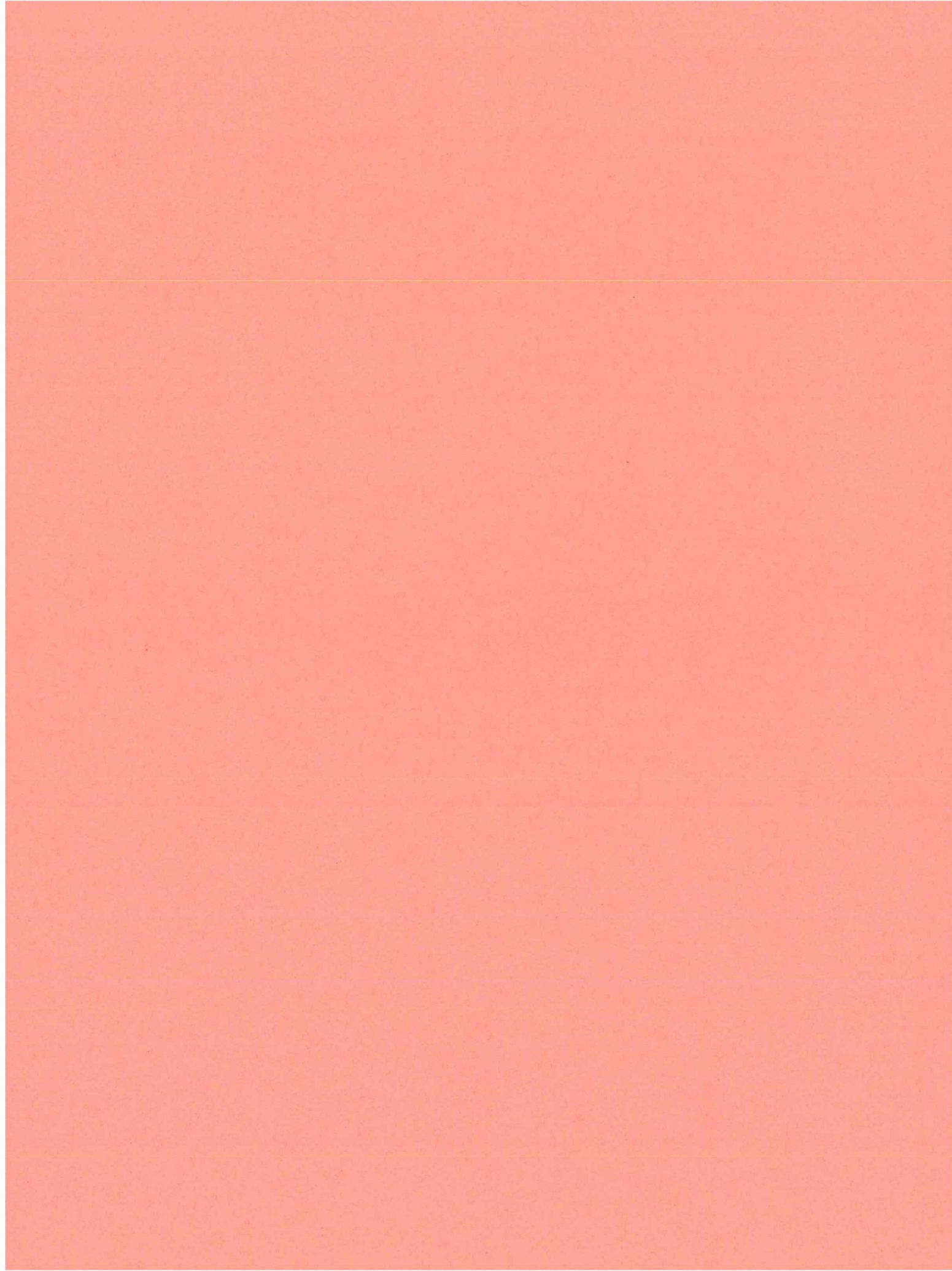


EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation at Selected Milestones

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$343,177.00 with a contingency amount of \$30,368.00 for a total contract amount up to \$373,545.00. Contingency expenditures shall be approved in advance by the County.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

| Percentage of Total Contract Amount | Milestone Description | Maximum Amount Chargeable |
|--|---|----------------------------------|
| 8% | Kick-off meeting, Project Description, & Scoping Meeting | \$ 27,617.00 |
| 24% | CEQA Adequacy Peer Reviews, Preparation of Technical Studies, Notice of Preparation, & Notice of Completion | \$ 81,424.00 |
| 7% | Administrative Draft EIR: Intro, Project Description, Environmental Analysis, Aesthetics, Land Use & Planning | \$ 22,622.00 |
| 11% | Administrative Draft EIR: Geology & Soils, Hazards & Hazardous Materials, Hydrology & Water Quality, Public Services, and Utilities | \$ 38,624.00 |
| 13% | Administrative Draft EIR: Biology, Cultural Resources, Tribal Cultural Resources, Other CEQA Consequences | \$ 43,047.00 |
| 10% | Administrative Draft EIR: Executive Summary, Air Quality, Greenhouse Gas Emissions, Alternatives | \$ 35,042.00 |
| 11% | Proof Check Public Review Draft EIR & Public Review Draft EIR and Notices | \$ 38,867.00 |
| 11% | Administrative Final EIR and Draft Response to Comments & Mitigation Monitoring and Reporting Program | \$ 38,285.00 |
| 5% | Final EIR | \$ 17,649.00 |

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

- 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.

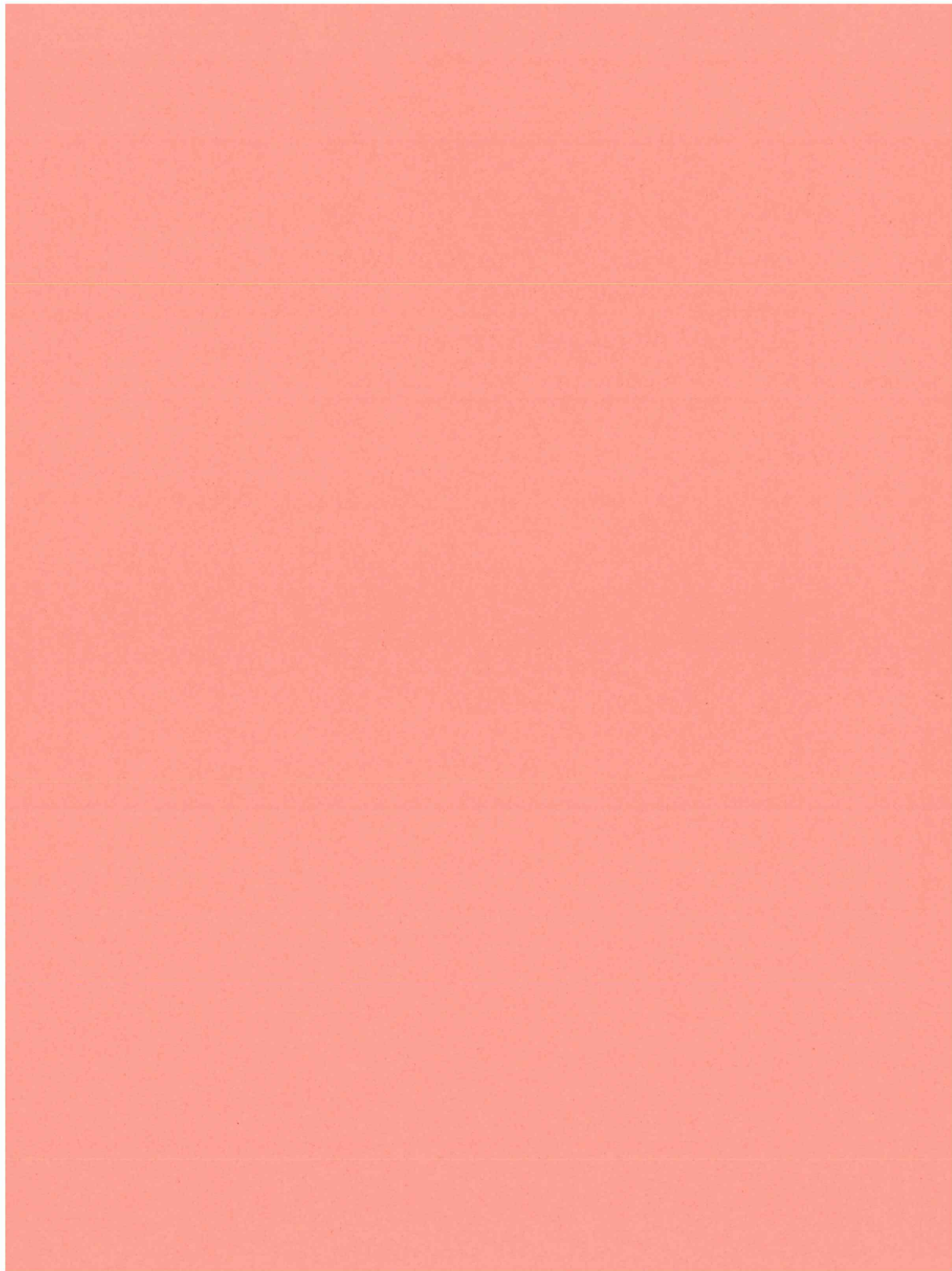


EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities, costs or expenses (including reasonable attorney's fees) arising out of CONTRACTOR's performance under this Agreement, including the acts, errors or omissions of CONTRACTOR or its employees, agents, or subcontractors. CONTRACTOR'S indemnification obligation does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

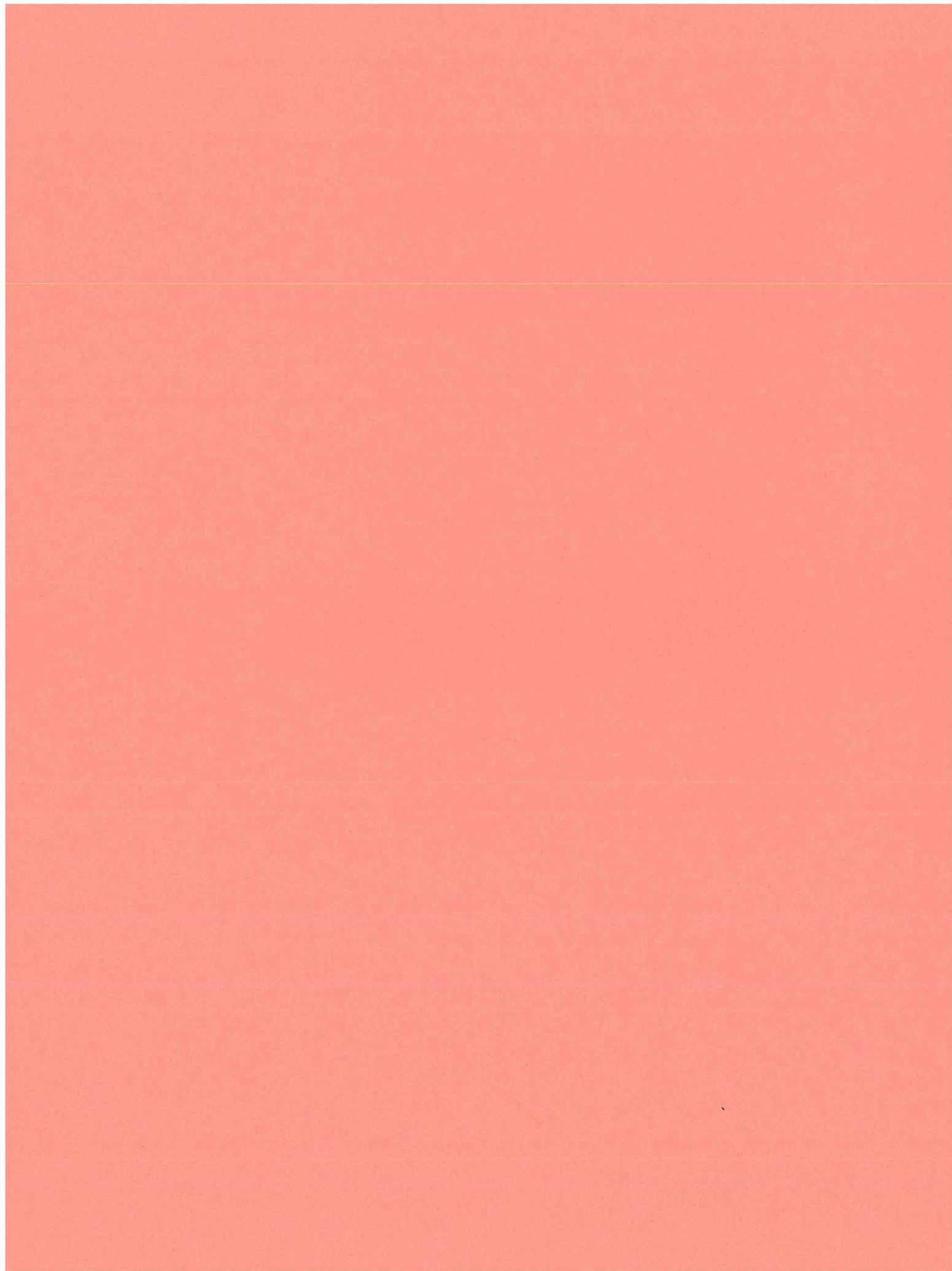


EXHIBIT D

ESA Scope of Work for Preparation of the Imerys Solar Array and Battery Energy Storage System EIR

SECTION D

Required Tasks and Deliverables

Scope of Work

Task 1: Project Management and Meetings

Task 1.1: Kick-Off Meeting

ESA's Project Director and Project Manager will attend and lead a virtual Project kick-off meeting with County P&D, specifically County Energy, Minerals, & Compliance Division staff and the Project Team within 10 working days of authorization to commence work. ESA will prepare a meeting agenda prior to the meeting and will distribute meeting minutes within one (1) week after the Project kick-off meeting. To prepare for the kick-off, ESA will review the relevant portions of the County's Strategic Energy Plan (August 2019), the County's Land Use and Development Code (updated July 2024), the Energy Assurance Plan, the County's Comprehensive Plan Elements, the County's Uniform Rules (December 2024), the County's Environmental Thresholds and Guidelines Manual (August 2024), and the County's Guidelines for the Implementation of CEQA (September 2020). The purpose of the Project kick-off meeting will be to:

- Review the Applicant-prepared project description and the agreed upon scope for work for the Project,
- Establish team roles and clear lines of communication between County P&D staff, Applicant, and ESA;
- Establish procedures for product review and task completion;
- Obtain any additional relevant plans, technical reports, studies, and ordinances;
- Establish a mutual understanding of the key focused issues to be addressed in the EIR, and delve into Project-related issues;
- Discuss the Project objectives as well as possible Project alternatives; and
- Identify a preliminary Project schedule and key milestones, including delivery of and review of technical studies.

ESA's Project Director and Project Manager will coordinate with in-house ESA staff to establish protocols and relay information obtained during the Project kick-off meeting and initiate work efforts. Protocols may include setting up a shared file system using either the County's Box service or ESA's Egnyte service.

Deliverables:

- ESA will prepare a Project kick-off meeting agenda.
- ESA's Project Director and Project Manager will attend and lead a virtual Project kick-off meeting with County P&D staff and the Project Team.
- ESA will prepare Project kick-off meeting minutes.

Task 1.2: Project Description

The formulation of a working description for the Project is critical to a successful EIR process. ESA will work closely with County P&D's Energy, Minerals and Compliance Division staff and the Applicant to prepare a clear and complete Project Description that articulates the components of the Project, as well as the Project objectives. ESA will provide a list of data needs, if applicable, to County P&D staff and the Applicant. Following receipt of the data needs, ESA will prepare a Project Description that will clearly describe the components of the Project.

The Project Description will include the regional and local setting, the Project Site, Project background, and technical, environmental, and other characteristics of the Project. The description will also include the intended uses of the EIR,

including a list of responsible, trustee, and other agencies expected to use the EIR in decision-making. ESA will also provide a list of permits and approvals for which the EIR will be used. ESA will finalize the draft Project Description within two (2) weeks of receipt of all data necessary to prepare the Project Description.

Deliverables:

- ESA will submit a list of data needs, if applicable, after receipt of Project plans and relevant technical reports.
- ESA will submit one (1) electronic copy (in Microsoft Word and PDF formats) of the draft Project Description to County P&D staff for one (1) round of review. Following receipt of comments from County P&D staff on the draft Project Description, ESA will provide the applicable revisions.
- ESA will submit one (1) electronic copy (in Microsoft Word and PDF formats) of the final Project Description to County P&D staff.

Task 2: CEQA Adequacy Peer Review & Preparation of Technical Studies

ESA understands that the Applicant has prepared or will prepare the following technical reports and evaluations:

- Air Quality and GHG Emissions Study, prepared by Rincon Consultants, dated October 2024;
- Archaeological Resources Technical Report prepared by Rincon Consultants, dated October 2024;
- Biological Resources Assessment and Jurisdictional Delineation Report prepared by Rincon Consultants, dated October 2024;
- Preliminary Drainage Study prepared by Wallace Group dated June 2024;
- Draft Geotechnical Engineering Investigation Report prepared by Moore Twining Associates, dated May 21, 2024;
- Historic Resources Technical Report prepared by Rincon Consultants, dated June 2024;
- Visual Resources Assessment prepared by Rincon Consultants, dated June 2024; and
- Water Supply Assessment prepared by Rincon Consultants, dated May 2024.
- Hazards Mitigation Analysis (to be prepared)

ESA will provide a CEQA adequacy peer review to determine if adequate supporting documentation is provided to respond to the CEQA Checklist and County Environmental Threshold questions related to aesthetics, air quality, biological resources, cultural resources, geology and soils, GHG emissions, hazards and hazardous materials, and hydrology and water quality.

ESA will document our findings in a CEQA Adequacy Peer Review Memorandum summarizing all findings, assessments, and recommendations. If requested by County P&D staff, ESA will review the applicable revised technical reports and evaluations to ensure any necessary revisions, improvements, or clarifications have been incorporated. For the purposes of this scope of work, it is assumed that the above-mentioned technical reports and evaluations will not require substantive changes and no modeling will be conducted by ESA.

As detailed further in Task 4.1, ESA will conduct analysis associated with the Project's construction and operational energy needs, as well as a qualitative assessment of noise from the Project's construction and operational activities.

TLB will deliver an overall compliance review document for the planned installation of the Tesla Megapack 2 XL (MP2XL) BESS at the Project location. • The review of the Project and installation of the BESS will be performed using the 2022 Edition of the California Fire Code (CFC) as adopted locally in Santa Barbara County. The review estimates up to 10 hours of review and coordination time.

Prior to the initiation of the visual simulation task, a member of the ESA project management team will attend a Site Visit to determine the most appropriate locations for the visual simulations.

VisionScape Imagery will provide four (4) visual simulations. The purpose of this scope is to objectively illustrate a future vision for the proposed Imerys Solar Energy Project development in Santa Barbara County, CA. The goal is to provide the City and public with a clear, highly accurate understanding of the project's potential visual impacts throughout the planning and approval process. This work will also support the preparation of an EIR and CEQA aesthetics threshold analyses. Camera locations for visual simulations will be identified prior to any field work, GPS coordination, or digital photography. VisionScape will utilize its proprietary library of photorealistic landscape imagery, material references, and 3D modeling resources as needed. Accurate architectural and engineering data, including grading plans, topographic information, and final elevation drawings in CAD format (if available), will be supplied by the Applicant. This scope proposes up to four (4) ground-level visual simulations, with specific viewpoints to be determined. These views will capture key vantage points surrounding the Project Site, prioritizing both public and private perspectives where relevant.

Deliverables:

- ESA will submit one (1) electronic copy (in Microsoft Word and PDF formats) of a CEQA Adequacy Peer Review Memorandum.
- ESA will incorporate one round of comments from the County P&D staff between the draft and final versions. It is assumed the County P&D staff will provide one consolidated set of comments and revisions for the draft and final memoranda via track-changes in a Word document.
- This task assumes there will be one peer review of the technical reports followed by a second review of the technical report to confirm that comments provided in the memorandum were adequately addressed.
- ESA will submit electronic copies of up to four (4) high quality visual simulations prepared by VisionScape Imagery
- This task does not include field work other than the site visit by the ESA project management team to confirm the key observation points for the visual simulations.

Task 3: Notice of Preparation/Notice of Completion, Scoping Meeting

ESA will prepare a draft Notice of Preparation (NOP) for the Project that is consistent with the procedural and substantive provisions of State CEQA Guidelines Section 15082. The NOP will provide sufficient information describing the Project and potential environmental effects to enable the responsible and trustee agencies, other agencies, and the public to provide meaningful input into the scoping process. ESA will include the Public Scoping Meeting Notice within the NOP. While the RFP did not call for preparation of a Scoping Document to accompany the NOP, ESA can prepare the Scoping Document as an optional task. ESA will prepare one (1) electronic copy of the draft NOP/Public Scoping Meeting Notice and a draft Notice of Completion (NOC)/Environmental Document Transmittal for County P&D staff review. After receipt of comments from County P&D staff, ESA will review the comments and prepare a final version of these notices. ESA will assist the County P&D staff in preparation of the distribution list. Our assumption is that County P&D staff will distribute the NOP/Public Scoping Meeting Notice, as well as post the Notice with local newspaper(s). We also assume that County staff will provide an electronic submittal of the NOP/Public Scoping Meeting Notice to the State Clearinghouse CEQAnet portal, although ESA staff can provide that service if needed. We assume that County P&D staff will file the NOP with the Santa Barbara County Clerk as well as with the Governor's Office of Land Use and Climate Innovation (former Office of Planning and Research).

ESA assumes that P&D staff will procure a County facility for the hybrid public scoping meeting and the meeting will use audiovisual equipment provided by the facility. ESA will prepare the public scoping meeting presentation and ESA's Project Director and Project Manager will facilitate the County's hybrid public scoping meeting. If requested, ESA can also prepare signage to direct onsite attendees, as well as a sign-in sheet, comment cards, or public speaker cards if County P&D staff so choose. We assume that the public scoping meeting will not require Spanish language translation

or interpretation services. However, if County staff do elect to provide public meeting materials or the presentation in Spanish, ESA can provide translated written materials and can coordinate with County interpretation services to prepare for the meeting through a scope and budget amendment. At the close of the NOP public review period, ESA will review all responses to the NOP and in the scoping meeting to ensure that issues raised will be appropriately addressed in the Draft EIR. If additional analyses are necessary beyond what is anticipated, ESA will coordinate with the County regarding approach, compile all NOP and public scoping meeting comments for inclusion in the Draft EIR.

Deliverables:

- ESA will submit one (1) electronic copy (in Microsoft Word and PDF formats) of the draft NOP/Public Scoping Meeting Notice and the draft NOC/Environmental Document Transmittal for County P&D staff review. Following receipt of comments from County P&D staff, ESA will provide the applicable revisions.
- ESA will submit one (1) electronic copy (in Microsoft Word and PDF formats) of the final version of the notices to County P&D staff.
- ESA will prepare the public scoping meeting presentation and conduct the hybrid scoping meeting to solicit public agency and public feedback.
- ESA's Project Director and Project Manager will attend the hybrid public scoping meeting as well as one practice session prior to the meeting.
- ESA will review all responses to the Notice of Preparation.

Task 4: Preparation of CEQA Environmental Document

Task 4.1: Administrative Draft EIR

The objective of this task is to prepare a comprehensive, accurate, and objectively focused EIR for the Project that fully complies with CEQA, the State CEQA Guidelines, the County's CEQA Guidelines, and the County's Environmental Thresholds and Guidelines and all other applicable guidance and procedures established by the County for the purpose of environmental review. The main purpose of the Administrative Draft EIR will be to thoroughly and accurately analyze the environmental impacts of the Project. The methodology and criteria used for determining the impacts of the Project will be clearly and explicitly described in each section of the EIR, including any assumptions, models, or modeling techniques used in the analysis. The Administrative Draft EIR will include the following sections:

- Table of Contents
- Executive Summary, including a comprehensive summary table of impacts and mitigation measures, areas of controversy, issues to be resolved, and a summary discussion of the Project and its alternatives
- Introduction
- Project Description, including Project objectives, Project Site, Project characteristics, and required approvals
- Cumulative Projects Identification
- Introduction to the Environmental Analysis
- Environmental Topics (for each issue area evaluated):
 - » Environmental Setting (existing conditions)
 - » Regulatory Framework (applicable federal, state, and local plans, policies, and standards)
 - » Thresholds of Significance
 - » Methodology
 - » Impact Analysis (short-term, long-term, direct, indirect, and residual)
 - » Mitigation Measures (for potentially significant environmental issues)
 - » Level of Significance after Mitigation

- Alternatives
- Other CEQA Consequences, including environmental effects found not to be significant, irreversible environmental changes, growth-inducing impacts, and significant unavoidable environmental impacts.
- List of EIR Preparers
- References
- Appendices

The scope of work for each of the environmental issue areas is further described below with an emphasis on unique and/or important components of the environmental analysis.

EXECUTIVE SUMMARY

The Executive Summary will include a brief synopsis of the Project and Project objectives, a list of Project entitlements or discretionary permits, areas of controversy/issues to be resolved and an overview of Project alternatives. This chapter will also summarize (in table format) environmental impacts that would result from implementation of the Project, including the level of significance of impacts prior to the incorporation of mitigation measures, if applicable; proposed mitigation measures that would avoid or reduce Project-related impacts; and the level of significance of impacts after the incorporation of mitigation measures.

INTRODUCTION

A brief introduction to the EIR will be prepared to describe the purpose of the EIR to the reader. This chapter will describe the background of the Project; purpose, and scope of the EIR; intended uses of the EIR; a summary of the environmental and public review process; and a brief outline of the document's organization.

PROJECT DESCRIPTION

The information for this chapter will be obtained from Task 1.2, Project Description, above. It will be prepared consistent with State CEQA Guidelines Section 15124 and will provide a detailed description of the Project, including its location, site history, and Project background; existing site and land use characteristics; Project objectives; anticipated construction schedule and activities; and Project approval requirements.

INTRODUCTION TO THE ENVIRONMENTAL ANALYSIS

This chapter will be introduced by describing the scope and format of the environmental analysis, specifying that each environmental issue area will contain a description of the environmental setting (or existing conditions), regulatory framework, thresholds of significance used to determine the nature or magnitude of environmental impacts, analytical methodology, project-related and cumulative impacts, and feasible mitigation measures that would avoid or minimize significant environmental impacts.

ESA will describe the reasonably foreseeable projects that have been identified by County P&D staff, using the County's cumulative projects list (last updated March 18, 2025) as the starting point. ESA will work closely with County staff to ensure that the EIR is prepared at the appropriate level of detail and pertinent projects are evaluated. ESA assumes County P&D staff will provide information on all reasonably anticipated projects as well as projected growth to ESA so cumulative projects can be adequately addressed. Potential cumulative impacts will be discussed for each technical issue.

ENVIRONMENTAL TOPICS

The environmental topics that will be evaluated in the EIR are presented in the order provided in the State CEQA Guidelines Appendix G.

Aesthetics

ESA will peer review (and provide a CEQA Adequacy Peer Review Memorandum as previously described under Task 2) the Visual Resources assessment, prepared by Rincon Consultants, dated June 2024. Aesthetics will be analyzed using the visual renderings and information within the Visual Resources Assessment. The aesthetics analysis will fully characterize the Project in aesthetic terms, including a description of its visual relationship to its varied surroundings. Analysis will include an evaluation of potential impacts associated with visual quality and views, compliance with regulations governing scenic quality, and lighting/glare. This scope of work assumes a lighting study will not be required by the County. The visual renderings within the Visual Resources Assessment will be included as figures within the aesthetics section of the EIR. The Visual Resources Assessment will be included as an appendix to the EIR. The aesthetics section of the EIR will address information specified in the County's Environmental Thresholds Manual regarding the impact analysis and significance determination, including evaluating the visual resources of the site, the potential impact on visual resources, conflicting with regional or County policies, or being incompatible with surrounding uses either through obstructing public views or incompatibility with surrounding uses.

Air Quality

ESA will conduct a high level review for CEQA adequacy the Air Quality and GHG Emissions Study, prepared by Rincon Consultants, dated October 2024, with the understanding that the Air Quality and GHG Emissions Study has already been reviewed by the County as well as Santa Barbara County Air Pollution Control District, which will serve as the foundation of the air quality section of the EIR. ESA will incorporate the information from the Air Quality and GHG Emissions Study into the EIR. The Air Quality and GHG Emissions Study will be included as an appendix to the EIR. The air quality section of the EIR will address information specified in the County's Environmental Thresholds Manual regarding the impact analysis and significance determination, including short-term (construction) and long-term (operational) thresholds, consistency with the Air Quality Attainment Plan and other pertinent plans, and other issues which may be applicable (e.g., toxic air pollutants or nuisance impacts).

Biological Resources

ESA will peer review the Biological Resources Assessment and Jurisdictional Delineation Report, prepared by Rincon Consultants, dated October 2024. ESA will incorporate the information from the Biological Resources Assessment and Jurisdictional Delineation Report into the EIR. The Biological Resources Assessment and Jurisdictional Delineation Report will be included as an appendix to the EIR. The biological resources section of the EIR will address information specified in the County's Environmental Thresholds Manual regarding the impact analysis and significance determination, including summarizing the previously prepared documentation regarding the biological communities onsite, the condition of the habitat, and determining impacts related to reducing species diversity or abundance, impacting quality nesting areas, limiting reproductive capacity through loss of habitat, disrupting foraging areas, limiting or fragmenting range of movement, or interfering with natural processes. No site visit will be conducted under this scope of work.

Cultural Resources

ESA will peer review the Archaeological Resources Technical Report, prepared by Rincon Consultants, dated October 2024 and the Historic Resources Technical Report, prepared by Rincon Consultants, dated June 2024, which will serve as the foundation of the cultural resources section of the EIR. ESA will incorporate the information from the Archaeological Resources Technical Report and the Historic Resources Technical Report into the EIR. We assume that a public review version of the Archaeological Resources Technical Report and the Historic Resources Technical Report will be included as an appendix to the EIR. The cultural resources section of the EIR will address information specified in the County's Environmental Thresholds Manual regarding the impact analysis and significance determination, including evaluating the potential for substantial adverse changes to historical resources, archaeological resources, or tribal cultural resources. No site visit will be conducted under this scope of work.

Energy

ESA will quantify the Project's anticipated construction energy needs based on estimated fuel consumption for construction equipment, haul trucks, vendor trucks, and construction workers using the Project information from the Air Quality and GHG Emissions Study. ESA will also evaluate the Project's anticipated operational energy needs at full buildout conditions based on the expected electricity and natural gas, water demand, and the mobile trips based on Project information from the Air Quality and GHG Emissions Study. ESA will summarize the Project's anticipated energy needs and conservation measures. ESA will describe Project commitments, design features, and mitigation measures that would minimize and reduce the Project's consumption of fuel and energy and determine the potential for energy impacts. If potentially significant impacts are found, ESA will recommend additional feasible energy efficiency design features or mitigation measures to reduce impacts. The energy analysis will be provided in the energy section of the EIR. Energy calculation worksheets will be provided as an appendix to the EIR. A standalone technical report is not included in this scope of work.

Geology/Soils

ESA will peer review the Geotechnical Engineering Investigation Report, prepared by Moore Twining Associates, dated May 21, 2024, which will serve as the foundation of the geology/soils section of the EIR. ESA will incorporate the information from the Geotechnical Engineering Investigation Report into the EIR. ESA assumes that the Geotechnical Engineering Investigation Report adequately addresses the potential geotechnical hazards such as fault rupture, seismic ground shaking, landslides, lateral spreading, subsidence, liquefaction, collapse, and expansive soil. The Geotechnical Engineering Investigation Report will be included as an appendix to the EIR.

For paleontological resources, ESA will provide a brief technical report which will include a desktop analysis of the paleontological sensitivity of the Project Site. It will include a records search done by the County of Los Angeles Museum of Natural History (the closest museum with fossil locality records for the area), as well as a search of the statewide fossil database, archival research, and analysis of the geological maps within the Project Site. ESA will incorporate this information into the EIR with the stand-alone tech report (confidential) appended to support the analysis. The geology and soils section of the EIR will address information specified in the County's Environmental Thresholds Manual regarding the impact analysis and significance determination, including evaluating geological constraints, potentially hazardous geologic conditions onsite or created by the Project, and evaluating the slope of the site. No site visit will be conducted under this scope of work.

GHG Emissions

ESA will peer review the Air Quality and GHG Emissions Study, prepared by Rincon Consultants, dated October 2024, which will serve as the foundation of the GHG emissions section of the EIR. ESA will incorporate the information from the Air Quality and GHG Emissions Study into the EIR. The Air Quality and GHG Emissions Study will be included as an appendix to the EIR. The GHG emissions section of the EIR will address information specified in the County's Environmental Thresholds Manual regarding the impact analysis and significance determination, including evaluating the Project in relation to the County's GHG thresholds, including evaluating consistency with the County of Santa Barbara 2030 Climate Action Plan. In addition, the Project will be evaluated against the specific thresholds with the methodology outlined in the County's Environmental Threshold Manual.

Hazards & Hazardous Materials

Hazards and hazardous materials information will be acquired through site-specific project design features and operations, and literature and website searches, including reviewing information on the State Water Resources Control Board (SWRCB) Geotracker website and the Department of Toxic Substance Control (DTSC) Envirostor website regarding the facility. The primary hazards and hazardous materials issues would be construction and operations activities. Although hazardous materials would be used during the construction of structures and the operation of facilities, the transportation, use, storage, and disposal of hazardous materials is heavily regulated and compliance with

the law is anticipated to reduce risks of exposure. ESA will evaluate potential hazards and hazardous materials issues in accordance with CEQA requirements. The evaluation will address whether implementation of the Project would result in significant impacts to the public or the environment relative to hazardous materials. ESA will:

- Develop a site-specific setting of hazards and hazardous materials conditions using published reports and maps, along with other relevant reports, including hazardous materials use information provided by the project applicant.
- Identify the relevant regulations, building codes and standards, and local ordinances that would apply to construction and operation of the Project, and determine the manner and extent to which compliance would address potential impacts. This will include discussing how the requirements of the facility Hazardous Materials Business Plan and other facility operational documents would address hazards and hazardous materials issues. The degree to which such requirements will reduce potential effects and any additional actions that might be required will receive careful consideration.
- Identify which, if any, impacts are significant, and present mitigation, where applicable and feasible, to reduce the impacts to below applicable significance thresholds.

The hazards and hazardous materials section of the EIR will address information specified in the County's Environmental Thresholds Manual regarding the impact analysis and significance determination, including the topics and thresholds noted under Public Safety Thresholds related to handling and transport of hazardous materials, development proposed in proximity to existing hazardous facilities, and the potential for accident conditions involving hazardous materials.

ESA will evaluate the potential effects of the Project on wildfire potential in the vicinity of the Project. The Hazards Mitigation Analysis and Technical Assistance Report prepared by TLB will include a code compliance summary as well as risk analysis for the BESS facility. Since the Project Site is within a State Responsibility Area and is within a Very High Fire Hazard Severity Zone, an analysis will be provided regarding the Project technologies, existing standards, and policies that would reduce wildfire risk, as well as an assessment of potential impacts of the Project. Mitigation and/or minimization measures will be provided, if necessary.

The HMA and TAR will be included as an appendix to the EIR.

Hydrology/Water Quality

ESA will peer review the Preliminary Drainage Study, prepared by Wallace Group, dated June 2024. The key hydrology and water quality issues of concern would be water quality impacts related to stormwater runoff during construction and operations activities. Compliance with the National Pollutant Discharge Elimination System (NPDES) Construction General Permit during construction activities and post-construction operations are expected to address stormwater runoff issues. ESA will address the potential hydrology and water quality-related impacts in accordance with CEQA requirements. The evaluation will address whether implementation of the Project would result in significant impacts to the public or the environment. ESA will:

- Develop a site-specific setting of the hydrology and water quality issues through review of site operations plans, the site-specific drainage study, and other available reports, maps, and data published by state, county, and FEMA to identify and summarize hydrologic and water quality conditions and develop a comprehensive understanding of potential issues of concern.
- Identify the relevant regulations, building codes and standards, and local ordinance codes that would apply to construction and operation of the Project, and determine the manner and extent to which compliance would address potential impacts. This will include discussing how the Construction General Permit requirements would address erosion and runoff issues.
- Identify which, if any, impacts are significant, and present mitigation, where applicable and feasible, to reduce the impacts to below applicable significance thresholds.

ESA will incorporate relevant exhibits prepared for the report into the EIR. The hydrology and water quality section of the EIR will address information specified in the County's Environmental Thresholds Manual regarding the impact analysis and significance determination, including the thresholds noted in the Groundwater thresholds and Surface and Stormwater Quality Significance Guidelines identified in the County Environmental Thresholds Manual. The Preliminary Drainage Study will be included as an appendix to the EIR.

Land Use/Planning

ESA understands the Applicant has requested the Project be reviewed and permitted with a Land Use Permit since the Project's primary purpose is to provide power for on-site use and not for the purpose of generating or selling wholesale power to the regional grid. The Project will consist of approximately 26,880 solar arrays, mounted on fixed-tilt steel and aluminum racks including inverters and step-up transformers. The Project will have a generation capacity that allows for a net 11.85 MW to be delivered at the point of interconnection to the on-site substation. The BESS proposed to be located at the site of the existing on-site substation would consist of two batteries. ESA will review the policies, standards, and plans of the County's Comprehensive Plan and Land Use and Development Code that are applicable to the Project and assess potential Project conflicts. ESA will also be able to use the background information and experience associated with the Santa Barbara County Utility-Scale Solar Amendments as reference material. The land use/planning section will also include an evaluation of the compatibility of the Project with the adjacent uses.

Noise

The Project Site is located in a relatively remote open space/agricultural area in Santa Barbara County. ESA will prepare a qualitative noise analysis that will reference existing noise background data from the County's Comprehensive Plan Noise Element to describe the existing noise conditions that will be used to define the noise foundation for the analysis of the Project noise impacts. ESA will ensure the analysis meets the applicable requirements of the Santa Barbara County Environmental Thresholds and Guidelines Manual and City of Lompoc General Plan Noise Element and Noise Ordinance (due to the proximity to sensitive receptors to the north of the Project within the City of Lompoc).

Noise generated by off-road equipment and on-road vehicles during construction and operational activities associated with implementation of the Project would affect the ambient noise environment based upon various factors: 1) the proximity of noise-sensitive uses (e.g., residences and schools), 2) the character of future project noise sources (impulsive versus constant), 3) the temporal distribution of project-related noise (e.g., daytime versus nighttime), 4) the presence or absence of intervening structures, 5) existing ambient noise levels, and 6) the importance of "quiet" to community areas as reflected in the noise/land use compatibility guidelines contained in the County's Noise Element. The closest noise sensitive receptors within the Project Site vicinity include, 1. a few single-family residences to the east of SR-1 approximately 1,500 feet to the southwest of the Project solar array area along Santa Rosa Road; 2. the residential community approximately 2,000 feet to the north of the Project solar array; 3. scattered residential uses and Miguelito Park located along of San Miguelito Road between approximately 1,900 feet and 6,000 from the Project generation line and substation areas

ESA will qualitatively assess potential construction noise impacts with respect to the Santa Barbara County Environmental Thresholds and Guidelines Manual, that limits construction hours within 1,600 feet of sensitive receivers to weekdays between the hours of 8:00 a.m. and 5:00 p.m., and the City of Lompoc Code of Noise Ordinance that limits construction in a residential zone, as defined in Chapter 17.004, or within a radius of 500 feet therefrom, to perform construction activities or operate construction equipment, between the hours of 9:00 p.m. of one day and 7:00 a.m. of the next day, in such a manner that a reasonable person of normal sensitivity residing in the area is caused discomfort or annoyance unless beforehand a permit therefor has been duly obtained from the Fire Marshal/Building Official. ESA will evaluate construction-related noise at the nearby noise-sensitive uses based on a review of the Project construction schedule and equipment provided with the Air Quality and GHG Study. In addition, construction vibration, including evaluation of effects from pile driving on sensitive receptors (i.e., off-site residences) will be quantitatively evaluated, as appropriate.

During operation of the Project, noise would be generated from vehicle trips traveling to and from the Project Site, as well as from stationary equipment. Operational noise will be discussed qualitatively for mobile sources (based on maintenance and employee vehicle traffic as described in the Air Quality and GHG Emissions Study) and stationary sources (i.e., mechanical equipment, high-voltage transmission lines, etc.) as the Project is not expected to generate a significant amount of net additional trips and the operational stationary sources are not expected to generate significant amounts of noise.

ESA assumes construction and operational emissions will be analyzed for one construction scenario and one operational scenario. Based on County and City noise policies and standards, if potentially significant impacts are identified, feasible mitigation measures (e.g., barrier locations and construction equipment mufflers) will be identified. The noise impact analysis will be summarized in the EIR with supporting documentation included as an appendix. The noise section of the EIR will address information specified in the County's Environmental Thresholds Manual regarding the impact analysis and significance determination, including compliance with existing policies regarding noise, noise levels at sensitive receptors, and controlling the impact of transportation noise.

Public Services

ESA will address potential impacts on fire protection services (Santa Barbara County Fire Department) and police (County of Santa Barbara Sheriff's Department) by requesting current information on existing and planned service levels, staffing levels, and response times. The ability of existing public services to meet the demands of the Project will be described. If required, any additional capacity, services, or personnel will be discussed. Further, any unique public service needs due to the proposed use of the site will be discussed. The impact of the Project upon the ability of the service providers to maintain acceptable service levels will be discussed, anticipated impacts will be assessed, and mitigation measures, if necessary, will be provided. We assume that potential impacts to schools (Lompoc Unified School District), parks and recreation (County Parks Division), and libraries (Lompoc Library) will be scoped out of the EIR since there will not be an increase in population due to the Project.

Tribal Cultural Resources

The tribal cultural resources analysis will be based on the results of Assembly Bill 52 (AB 52) consultation with tribal representatives who have requested notification of projects within the County pursuant to Public Resource Code Section 21080.3.1. It is our understanding County P&D staff will conduct all AB 52 consultation. ESA will incorporate the details of County consultation with interested tribes and incorporate tribal information, including a determination of significant impacts and any mitigation measures, if necessary. Non-confidential documentation obtained during the consultation will be included in an appendix to the EIR. Confidential information will not be included in the EIR but will be retained by County P&D as part of the administrative record. Should it be needed, ESA can provide consultation support in the form of providing correspondence for the County to send or attendance at meetings under a separate scope and cost.

Utilities/Service Systems

ESA will peer review the Water Supply Assessment (WSA), prepared by Rincon Consultants, dated May 2024. ESA will evaluate potential impacts associated with utilities and service systems (water, wastewater, storm water and landfill) that provide service to the Project Site. We assume the applicant will be providing data needs in order to accurately identify and analyze potential impacts. Service demands will be quantified, where possible, and the impact on existing and planned utility systems will be described. ESA will summarize information from the WSA in the EIR section and will consult with utility providers as appropriate. Policies provided in the County's Comprehensive Plan and standard County requirements will be evaluated as to their effect of mitigating or avoiding significant effects. Additional mitigation measures will be proposed, if needed, to reduce any significant effects. The ESA will be included as an appendix to the EIR. The utilities and service systems section of the EIR will address information specified in the County's Environmental

Thresholds Manual regarding the impact analysis and significance determination, including the thresholds noted in the Solid Waste Thresholds specific to waste generation during construction and operations of a project.

Wildfire

ESA will evaluate the potential for the Project to have a substantial adverse effect related to wildfire by impairing the implementation of an adopted emergency or evacuation plan or exacerbating a wildfire risk in a way that exposes residents to pollution concentrations, uncontrolled spread of a wildfire, or wildfire-induced drainage changes and slope instability, such as flooding and landslides. Potential wildfire impacts associated with the Project will be evaluated based on potential modifications to the existing physical wildfire conditions of the Project Site and vicinity and a review of local and regional plans and existing infrastructure. TLB will provide the HMA, which will document the proposed BESS facility's potential risks and hazards, and will provide a code compliance summary to document Tesla battery-specific analysis.

ALTERNATIVES

The EIR will include a discussion of alternatives to the Project. The EIR will evaluate up to three (3) alternatives developed to reduce significant Project impacts while meeting the Project's basic objectives. One of the alternatives will be the No Project Alternative that is required under the CEQA Guidelines. The alternatives will be provided in a sufficient level of detail for comparison with the Project. The alternatives will be evaluated with respect to each key impact category and the environmentally superior alternative will be identified.

OTHER CEQA CONSEQUENCES

Environmental Effects Found Not to Be Significant

ESA will describe effects found not to be significant, in accordance with State CEQA Guidelines Section 15128, by listing them with brief explanations of why they are not significant. Based on a review of the Project and conditions on- and off-site, ESA assumes the following environmental issue areas could be justifiably "scoped out" of the EIR.

- Agriculture and Forestry Resources
- Mineral Resources
- Population and Housing
- Public Services (schools, parks, and libraries)
- Recreation
- Transportation

Irreversible Environmental Changes

According to CEQA Guidelines, "[u]ses of nonrenewable resources during the initial and continued phases of the Project may be irreversible since a large commitment of such resources makes removal or nonuse thereafter unlikely. Primary impact and, particularly, secondary impacts (such as highway improvement which provides access to a previously inaccessible area) generally commit future generations to similar uses. Also, irreversible damage can result from environmental accidents associated with the Project. Irrecoverable commitments of resources should be evaluated to assure that such current consumption is justified." Therefore, this section will identify any significant irreversible environmental effects of Project implementation that cannot be avoided.

Growth-Inducing Impacts

Pursuant to State CEQA Guidelines Section 15162.2, an EIR must address whether a project will directly or indirectly foster growth. This section will evaluate whether the Project would directly or indirectly induce economic, population, or housing growth in the surrounding environment.

Secondary Effects

This section will discuss whether any potential secondary effects would result from the implementation of the proposed mitigation measures for the Project.

Significant Unavoidable Environmental Impacts

This section of the EIR will discuss all significant unavoidable adverse impacts. In addition, this section will discuss why the Project is being approved notwithstanding the significant unavoidable impacts.

LIST OF EIR PREPARERS AND REFERENCES

This section will identify individuals who participated in preparation of the EIR. In addition, all references used in the EIR will be provided in this section.

APPENDICES

All technical studies, evaluations, survey results, data, and public and agency NOP comments will be included as appendix material to the Draft EIR.

Deliverable:

- ESA will submit one (1) electronic copy (in Microsoft Word format) of the Administrative Draft EIR to County P&D staff.

Task 4.2: Public Review Draft EIR, "Proof Check" Draft EIR, and Notices

After receipt of comments on the Administrative Draft EIR from County staff, ESA will address comments, make necessary revisions, and prepare the Public Review version of the Draft EIR. ESA assumes that one (1) set of consolidated County comments will be provided to ESA. If additional revisions are required based on factors such as substantial changes to the Project, changes to the descriptions of the alternatives, or changes to the report format, additional funds may be required. This scope of work includes providing electronic copies of the Proof Check Draft EIR that will show the revisions in tracked changes that have occurred from the Administrative Draft EIR. This will allow County staff to focus on the revisions. ESA will prepare and submit to County staff the "Proof Check" version of the Public Review Draft EIR for public distribution approval.

If hard copies are required, ESA can provide additional copies after County P&D approval of a scope and budget amendment.

ESA will assist County P&D staff with preparation of the Notice of Availability (NOA) and NOC/Summary Form. The Public Review Draft EIR, NOA, and NOC/ Summary Form will be required to be filed with the State Clearinghouse through CEQAnet and placed on the County's website for public review. Per the RFP, it is our understanding that County P&D staff will file the appropriate documentation with the State Clearinghouse. We understand that County P&D staff will also file the NOA with the Santa Barbara County Clerk.

It is our understanding County P&D staff will distribute the Public Review Draft EIR, NOA, and NOC to the approved distribution list comprised of agencies and interested parties. ESA also assumes that County P&D staff will place the NOA into local newspaper(s).

Deliverables:

- ESA will submit one (1) electronic copy (in PDF format) of the Proof Check Draft EIR to the County P&D staff for distribution approval.
- ESA will submit one (1) electronic copy (in PDF format) of the Public Review Draft EIR, the NOA, NOC, and Summary form to County P&D staff for filing and to post online.

Task 4.3: Administrative Final EIR

The objective of this task is primarily to prepare written responses to comments received on the Draft EIR that raise significant environmental issues and submit them for County P&D staff review after the close of the public comment period. ESA assumes that County P&D staff will compile and transmit all written comments on the Draft EIR either throughout the public review period or at the end, depending on County P&D staff preference. For purposes of cost estimation, this proposal assumes a total of up to 80 technical staff hours will be required to adequately respond to all public and agency comments received. If more than 80 technical staff hours are required, an amended scope shall be prepared for County staff approval to address additional comments. ESA will prepare topical responses for recurring issues, if appropriate. The Response to Comments document will include all comment letters, responses to those comments, and standard introductory material. All comments will be numbered (to indicate comment letter and comment number), and the responses to those comments will be similarly numbered to allow easy correlation.

In addition, where the text of the Draft EIR must be revised, the text will be isolated as "text changes" in the Errata Section of the Response to Comments document, indicating deleted text by strikeout and inserted text by double-underline.

We understand that, in addition to an Errata Section noting the changes to the Draft EIR, the County P&D staff also prefers the Final EIR to include a complete copy of the EIR that has the revisions incorporated. ESA will transmit the Draft Response to Comments as part of the Final EIR document for County P&D staff review and comment.

Deliverable:

- ESA will submit one (1) electronic copy (in Microsoft Word and PDF formats) of the Draft Final EIR and Response to Comments Document to County P&D staff.

Task 4.4: Final EIR / Notice of Determination

After County P&D staff provides comments on the Administrative Final EIR, ESA will revise the document and prepare the "Proof Check" Final EIR and Response to Comments. The revisions will be prepared in conformance with this scope of work. The Final EIR will constitute the Final Response to Comments and the revisions to the Public Review Draft EIR. This scope of work includes providing an electronic copy of the "Proof Check" Final EIR and Response to Comments Document, which will show the revisions in track changes that have occurred from the Draft Final EIR and Response to Comments Document. This will allow County P&D staff to focus on the revisions.

If hard copies are required, ESA can provide copies after County P&D's approval of a scope and amendment.

This scope of work assumes the Applicant will provide the CDFW fee. ESA will assist the County P&D staff with preparation of the Notice of Determination (NOD) document; however, we understand that the County P&D staff will file the NOD with the County Clerk and via CEQAnet.

Pursuant to State CEQA Guidelines Section 15091, the lead agency must adopt findings for each of those significant effects identified in the EIR. Based on the scope noted in the RFP, it is our assumption that County P&D staff will prepare the Findings of Fact necessary to allow for certification of the EIR. Pursuant to State CEQA Guidelines Section 15093, the lead agency is required to adopt a Statement of Overriding Considerations outlining the economic, legal, social, technological, or other benefits of the Project that outweigh its environmental consequences if the decision makers elect to override significant and unavoidable adverse impacts and proceed with approval of the Project. Per the scope outlined in the RFP, it is our understanding County P&D staff will prepare the Statement of Overriding Considerations.

Deliverables:

- ESA will submit one (1) electronic copy (in Microsoft Word and PDF formats) of the "Proof Check" Final EIR and Response to Comments to County P&D staff.

- ESA will submit one (1) electronic copy (in Microsoft Word and PDF formats) of the Final EIR and Response to Comments to County P&D staff.

Task 4.5: Mitigation Monitoring and Reporting Program

Pursuant to State CEQA Guidelines Section 15097, ESA will prepare a comprehensive Mitigation Monitoring Reporting Program (MMRP). The MMRP will contain all mitigation measures identified in the Draft EIR, as well as any text changes that are identified in the Final EIR and Response to Comments Document, and it will provide columns for necessary actions, timing, and parties responsible for verification. The Draft MMRP will be provided during the Draft Final EIR and Response to Comments submittal and the Final MMRP will be provided during the submittal of the Final EIR and Response to Comments. The Final MMRP will be provided in an electronic version, including all exhibits and graphics, in a web-supportable format. The MMRP will be included in the Final EIR.

Deliverables:

- ESA will submit one (1) electronic copy (in Microsoft Word format) of the Draft MMRP as a chapter of the Draft Final EIR and Response to Comments to County P&D staff.
- ESA will submit one (1) electronic copy (in Microsoft Word and PDF formats) of the Final MMRP as a chapter of the Final EIR and Response to Comments to County P&D staff.

Task 5: Meetings

ESA's Project Director and Project Manager will attend one (1) virtual Project kick-off meeting with the County P&D staff and the Applicant described under Task 1, Kick-Off Meeting and the hybrid public scoping meeting described under Task 3. ESA's Project Director and Project Manager will coordinate and attend up to 32 virtual meetings with County P&D staff, staff of responsible districts/agencies, and the Applicant as needed throughout the preparation of the EIR to ensure that the EIR is prepared in compliance with County and State standards and requirements. These 32 meetings will include the bi-weekly meetings requested in the RFP. The purpose of these meetings is to briefly update County P&D staff on the status of the Project. ESA will prepare agendas and minutes for each meeting and distribute them to the Project team. A project schedule will be provided to the County P&D staff at the start of the Project, and will be updated as necessary based on coordination with County P&D staff.

ESA's Project Director and Project Manager will also attend one (1) in-person environmental hearing, (1) in-person County Planning Commission hearing, and (1) Board of Supervisors hearing at which the Project and EIR will be considered for certification. Additional decision-making meetings may be required depending on the level of public interest and issues that may arise during the initial decision-maker meetings. Other meetings outside of this scope of work will be attended, as needed, to resolve issues that arise as time and materials with advance authorization from the County P&D staff.

Task 6: Project Management

Project management activities include, but are not necessarily limited to, coordination between internal ESA team members, and the ESA team members and County P&D staff and/or the Applicant. The typical topics of conversation would include a specific technical issue or a non-technical issue (e.g., schedule, budget, scope of work, general approach to the environmental process, internal coordination, and ongoing financial management of the Project).

The quality assurance and quality control review of all documents is included in the budget for all the documents in the tasks above. As noted in the RFP, the documents will be written following *The Chicago Manual of Style* and using the formatting, style or prose, etc., of similar County documents.

SECTION E

Cost Proposal

ESA's proposed cost to complete the EIR for the Imerys Solar Array and BESS Project is \$343,177. *Attachment 2: Cost* includes an itemized budget breakdown by task with estimated hours, personnel rates, as well as administrative, overhead, and indirect expenses. As requested in the RFP, we have included the 10% cost contingency which totals \$30,386 (based on our total labor cost) as outlined in our cost proposal."

SECTION F

Schedule

ESA proposes the following Project schedule, as reflected by Table F-1 below. ESA will work closely with County P&D staff in identifying potential tasks that can be expedited, such as, but not limited to, submitting batch submittals of sections of the Administrative Draft EIR (Task 4.1) and working together with the County P&D staff in responding to comments (Task 4.4).

Table F-1: PROJECT TIMELINE

| MILESTONE | DATE/ESTIMATED LABOR HOURS |
|---|--------------------------------|
| Execute Contract with County P&D staff | July 2025 |
| Task 1: | |
| Task 1.1: Kick-Off Meeting | August 2025 |
| Task 1.2: Project Description | |
| ESA submits data needs | August 2025 |
| Draft Project Description | August 2025 |
| Final Project Description | September 2025 |
| Task 2: CEQA Adequacy Peer Review & Preparation of Technical Studies | August - October 2025 |
| Task 3: Notice of Preparation/Notice of Completion, Scoping Meeting | September 2025 – November 2025 |
| 30-Day Public Review | October 2025 – November 2025 |
| Scoping Meeting | October 2025 |
| Task 4: Preparation of CEQA Environmental Document | |
| Task 4.1: Administrative Draft EIR | November 2025 – February 2026 |
| Task 4.2: Public Review Draft EIR, Proof Check Public Review Draft EIR | |
| Draft Public Review Draft EIR | March/April 2026 |
| Proof Check Public Review Draft EIR | April/May 2026 |
| 45-Day Public Review | June/July 2026 |
| Task 4.3: Administrative Final EIR and Draft Response to Comments | August 2026 |
| Task 4.4: Final EIR (Final Response to Comments/Notice of Determination | September 2026 |
| Task 4.5: Mitigation Monitoring and Reporting Program | September 2026 |
| Task 5: Meetings | Ongoing |
| Task 6: Project Management | Ongoing |
| County Planning Commission Hearing | October 2026 |
| Board of Supervisors Hearing | November 2026 |







P202500321_Attachment 1 - Board Contract_E SA_7-25-25_revised

Final Audit Report

2025-08-01

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|-----------------|--|
| Created: | 2025-08-01 |
| By: | Annakaren Larriva (alarriva@esassoc.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA3ESUz49o1hgITxXYMfatYpX3lx-BMqzb |

"P202500321_Attachment 1 - Board Contract_ESA_7-25-25_revised" History

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-  Signer rthomas@esassoc.com entered name at signing as Ruta K Thomas
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Signature Date: 2025-08-01 - 5:48:46 PM GMT - Time Source: server- IP address: 12.2.49.119
-  Agreement completed.
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