

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 MRS Environmental, Inc. with an address at 1306 Santa Barbara Street, Santa Barbara, CA 93101 (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

Jacquelynn Ybarra is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Greg Chittick is the authorized representative for the 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:	Jacquelynn Ybarra, County of Santa Barbara Planning and Development Department, 123 E. Anapamu Street, Santa Barbara, CA 93101; jybarra@countyofsb.org ; (805) 568-2047
To CONTRACTOR:	Greg Chittick, MRS Environmental Inc., 1306 Santa Barbara Street, Santa Barbara CA 93101; greg.chittick@mrsenv.com ; (805) 289-3924

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 June 9, 2026 and end performance upon completion, but no later than June 9, 2029 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

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

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time

during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
 1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the

term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

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

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Bob Nelson, Chair, Board of
Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Planning and Development
Department

CONTRACTOR:

MRS Environmental, Inc.

DocuSigned by:
Lisa Plowman
By: _____
84A1F2CF48D248C...
Lisa Plowman, Director
Planning & Development

DocuSigned by:
Greg Chittick
By: _____
D282453676FF482...
Authorized Representative

Name: Greg Chittick

Title: Principal, Project Manager

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

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

DocuSigned by:
[Signature]
By: _____
6BAAEA15901943F...
Deputy

APPROVED AS TO FORM:

Risk Management

Signed by:
Marisa Kalin
By: _____
DF64F5C86F0C41A...
Risk Management

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR shall render services in accordance with the Statement of Work for preparation of the Decommissioning of the Gaviota Facilities and Pipelines within Santa Barbara County Environmental Impact Report, as shown in **EXHIBIT D** and incorporated herein by reference.

Greg Chittick, Nik Kilpelainen, Luis Perez, John Peirson, Nicole Trezza, Ted Mullen, Haley Garrow, and Dean Dusette of MRS Environmental Inc., Chantal Cagle and Brian Barbier of Applied Earthworks Inc., and Joe Fernandez of Central Coast Transportation Consulting shall be the individuals 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.

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 \$230,960.00 with a contingency amount of \$23,096.00, for a total amount of \$254,056.00. 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 D** as determined by COUNTY.
- C. Upon completion of the work for each milestone and/or deliverable to COUNTY of items specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and 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	EIR Task Number as Identified in the Statement of Work (Exhibit D)	Payment Milestone Number	Milestone Description	Maximum Amount Chargeable
12%	1/2	1	Kick-off Meeting, Notice of Preparation, and Scoping Meeting/ Summary Document	\$27,048
17%	3/4	2	Technical Studies Peer Review and Administrative Draft EIR – Introduction, Project Description, Cumulative Descriptions, and Alternatives Analysis	\$39,263
11%	4	3	Administrative Draft EIR – Environmental Analysis of the Proposed Project (Aesthetics, Air Quality, GHG)	\$26,020
13%	4	4	Administrative Draft EIR – Environmental Analysis of the Proposed Project (Biological and Cultural Resources)	\$30,340
13%	4	5	Administrative Draft EIR – Environmental Analysis of the Proposed Project (Geology and Soils, Hazardous Materials/Risk of Upset, Hydrology and Water Resources, Land Use, Noise and Vibration, Transportation and Circulation, Tribal Cultural Resources, Other CEQA-mandated Sections)	\$30,220
11%	4	6	Public Review Draft EIR	\$24,920
11%	4	7	Draft Response to Comments and Administrative Final EIR	\$24,950
10%	4	8	Final EIR	\$22,779
2%	5	9	Decision-Maker Hearings	\$5,420
100%			TOTAL	\$230,960

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT D** 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, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

STATEMENT OF WORK
Preparation of the Environmental Impact Report for the
Decommissioning of the Gaviota Facilities and Pipelines within Santa Barbara County
County Case No. 24DRP-00001



D. Required Tasks and Deliverables

This chapter discusses the MRS Environmental approach to preparing the EIR. Throughout the Project, MRS Environmental will take direction from the County of Santa Barbara and follow the County's EIR standards, practices, and guideline documents including the Santa Barbara County Environmental Thresholds and Guidelines Manual and the Santa Barbara County Guidelines for the Implementation of the California Environmental Quality Act (CEQA) consistent with the CEQA Guidelines issued by the State Office of Land Use and Climate Innovation.

As the Applicant has prepared several technical documents, the Applicant documents will be independently evaluated and peer reviewed, and the EIR will utilize the peer reviewed documentation, with modifications as needed, in the preparation of the EIR. This peer review will focus on adequacy and technical accuracy of the information. These documents are discussed below under the specific issue area discussions.

MRS Environmental will assist the County in identifying the necessary sequencing of additional technical studies, if any, deemed necessary to adhere to CEQA's requirements.

The main purposes of the EIR include:

- Evaluating the environmental impacts associated with the Project;
- Developing mitigation measures that can reduce the level of significance, or level of severity, of impacts associated with the Project and the alternatives; and
- Developing feasible alternatives that meet most of the basic objectives of the Project and can potentially eliminate or reduce in severity the significant impacts, if any, caused by the Project.

The results of the EIR analysis will be used by the public, stakeholders, and governmental agencies in making decisions regarding the Project.

This chapter of the proposal is divided into two major sections. The first section provides the general approach to each of the major tasks listed in the RFP. The second section presents the detailed scope and approach for the environmental issue areas.

D.1 General Approach to Project Tasks

This section briefly discusses the proposed approach to each of the major tasks listed in the RFP and typically part of an EIR process.

D.1.1 Task 1: Kick-Off Meeting and Preliminary Peer Review

MRS Environmental team will coordinate a virtual kick-off meeting among the Project Team within 30 calendar days of the authorization to commence work. To prepare for the kick-off meeting, the consultant will review County policies and documents, Project documents, and the EIR contract, and identify preliminary additional information and/or data required for the



preparation of the EIR. As part of this process, MRS Environmental will review at least the following:

- County's Comprehensive Plan Elements;
- County's Coastal Zoning Ordinance;
- County's Environmental Thresholds and Guidelines Manual;
- County's Guidelines for the Implementation of CEQA; and
- California State CEQA Guidelines.

As part of preparation for the kick-off meeting, MRS Environmental will also conduct an initial preliminary review of the Applicant technical studies and also identify any preliminary additional information and/or data required for the preparation of the EIR, such as additional materials such as spreadsheets or calculations performed to substantiate the appendices provided in the RFP process. MRS Environmental will make any issues identified available to the County prior to the kick-off meeting.

The kick-off meeting will address team members, proposed schedule, preliminary deficiencies/data gaps, additional studies that may be required, communication protocol, and other pertinent issues in coordination with the County.

D.1.2 Task 2: Notice of Preparation, Scoping Meeting, and Scoping Meeting Comments

Using the project description provided by the Applicant, based on their application with the County, the MRS Environmental team will prepare the Notice of Preparation (NOP) and associated scoping documents for the Project. The purpose of the NOP and Scoping Document is to provide CEQA responsible and trustee agencies, other interested agencies, community groups, and the public with information on the Project and basis for the scope of the EIR.

The NOP and associated Scoping Document will provide information on (1) the Applicant, (2) the proposed location of the Project, (3) a description of the proposed Project that has been requested, (4) background on the proposed Project, (5) a summary of the environmental issues to be evaluated in the EIR for each of the issue areas with potentially significant impacts, (6) a summary of the issue areas that are likely to have less than significant impacts, and (7) a discussion of potential alternatives.

The results of this analysis will define the initial scope (Scoping Document) of the EIR. A draft NOP and Scoping Document will be submitted to the County for review and comment.

Once the County has approved the final NOP and Scoping Document, the County will be responsible for mailing it to all the interested parties and filing it with the State Clearinghouse; MRS Environmental is available to perform or assist with the mailing if requested by the County. MRS Environmental will also work with the County in the consultation process that may be needed with the CEQA responsible and trustee agencies. The County will be responsible for conducting the Native American consultations required by Assembly Bill (AB) 52. The MRS Environmental team would be available to assist the County with this consultation process.



As part of the NOP process, one public scoping hearing will be conducted. MRS Environmental will assist in preparing the presentation materials if requested by the County. MRS Environmental will also be responsible for summarizing the scoping meeting and the comments received at the scoping meeting and providing an electronic copy to the County.

The input received from the agencies and the public will be used for finalizing the overall scope of the EIR. At the end of the NOP comment period, a final Scoping Document will be prepared and submitted to the County and the Project team. As per CEQA requirements, comments received on the NOP will be tabulated and included in the EIR with an indication of where the comment is addressed in the EIR.

D.1.3 Task 3: Peer Reviews

The Applicant has prepared several technical studies that provide a considerable amount of information associated with the baseline conditions at the site as well as potential impacts of the Project. These documents will be independently evaluated and peer reviewed before the information is used as part of the EIR. One of the first tasks undertaken will be a comprehensive review of the Applicant-prepared documents. The peer review will focus on adequacy and technical accuracy of the information. These documents include:

- Air Quality Analysis;
- Biological Reports;
- Cultural Resources Study;
- Environmental Hazards Report;
- Oil Spill Contingency Plans; and
- Traffic Study.

The peer review process is a critical phase of the EIR development. Any inconsistencies and inaccuracies in the technical reports could potentially be carried through to the Final EIR stage and cause delays and inconsistencies in the EIR effort. MRS Environmental proposes to conduct the independent evaluations and peer reviews very early in the process, in parallel with the project description development.

The results of the independent evaluation and peer reviews for each of the technical reports will be documented in *peer review letters*, which will (1) identify areas where the analysis is adequate, (2) identify any issues in the technical reports that are missing or need to be modified, and (3) provide recommendations for how to correct any identified deficiencies. The peer review letters will be provided to the County for review and comment.

As a result of the peer review, MRS Environmental might determine supplemental analysis would be beneficial to ensure an adequate and defensible EIR. MRS Environmental will work with the County early in the EIR process to identify any additional analysis that the Applicant, or the EIR consultant, may need to prepare to allow for the completion of the EIR. Depending upon the results of the independent evaluation and peer review, the County and MRS Environmental may need to



meet with the Applicant to discuss next steps. The peer review letters will be included as an appendix to the EIR.

D.1.4 Task 4: Preparation of the EIR

Preparing the Administrative Draft EIR will constitute the majority of the work effort. A possible top-level outline of the Administrative Draft EIR is as follows:

- Executive Summary;
- Impact Summary Tables;
- Introduction;
- Project Description;
- Cumulative Methodology and Project List;
- Environmental Analysis of the Proposed Project;
- Alternatives Analysis; and
- Other CEQA-Mandated Sections.

The major task for the Administrative Draft EIR is analyzing the environmental issue areas identified as part of the scoping process that are found to have potentially significant impacts.

For the environmental issue areas where potentially significant impacts have been identified as part of the scoping process, the Proposed Project Environmental Analysis section of the EIR will contain the following major sections:

- Environmental Setting (Baseline);
- Project Impact and Mitigation Assessment;
- Cumulative Impacts; and
- Mitigation Monitoring and Reporting Program.

The overall approach to the development of each of these major sections is discussed further below. Section D.2 below details the methodology that will be used for each of the key issue areas that were identified as primary issue areas in the RFP. The EIR chapter covering the environmental analysis of the Project will also include a section that discusses the issue areas where the scoping process found the effects to be less than significant. This section of the Administrative Draft EIR will provide the substantial evidence to support the finding of less than significant effects. The approach to developing this section of the EIR is discussed in Section D.3 below.

Once all the issue area Principal Investigators have drafted respective individual EIR sections, MRS Environmental will assemble them into an Administrative Draft EIR. As part of this process the Executive Summary and impact summary tables will be prepared. The Executive Summary shall contain a brief summary of the proposed actions and its consequences. The Executive Summary shall also include a discussion of the following:

1. The significant effect with proposed mitigation measures and alternatives that would reduce or avoid that effect;



2. Areas of controversy known to the Lead Agency including issues raised by agencies and the public; and
3. Issues to be resolved including the choice among alternatives and whether or how to mitigate the significant effects.

Part of the Administrative Draft EIR process will also include a review of the entire draft document to assure consistency across all the issue areas and a final review to ensure applicable NOP comments have been addressed. The document will also undergo an internal QA/QC review. The technical studies used in preparing the impact analysis will be pulled together into a set of technical appendices. The Administrative Draft EIR will then be submitted to the County for review and comment. The remainder of this section discusses the general approach to each of major sections of the impact assessment.

Project Description

MRS Environmental will develop the comprehensive project description chapter in the EIR, based upon the information the Applicant has submitted as part of their application with the County. The project description chapter will address the need for the Project, as well as the Applicant's proposed objectives and actions to implement the Project. The project description will include details on the construction activities at the sites, description of the proposed decommissioning pipeline route, operational data such as equipment and employee requirements, and estimated project schedule.

As MRS Environmental begins developing the project description chapter, staff will work closely with the Applicant and the County to assure that the project description accurately reflects the Project. A review of the Applicant's project description indicates that it has most of the key information needed to develop a draft project description. However, some additional information may be needed from the Applicant in order to ensure a complete and defensible document. If additional data is needed, MRS Environmental will submit a project description data request form to the County that describes in detail the data needed and the reason for the request. This request will also include a requested due date for the information to maintain the overall schedule. In many cases, this data can be provided by the Applicant as part of their review of the draft project description.

An important aspect of the EIR is ensuring that all issue areas work off a single set of project description components. This will be ensured by developing a *project component sheet* including items such as vehicle trips, construction activity descriptions, impacted soil quantity and movement, etc. This listing will be shared with the County and Applicant for review, and included in the project description, to ensure the consolidated set of assumptions are propagated through the EIR process.

Once the draft project description is developed, along with the detailed listing of the "project components", MRS Environmental will submit it to the County for review and comment. MRS Environmental suggests that the Applicant then be given an opportunity to review the project description including the detailed project components sheet to assure that it accurately reflects



their Project. This is extremely important since the project description data will serve as the basis for assessing impacts of the Project.

Alternatives Analysis

The CEQA Guidelines, Section 15126.6, requires an EIR to describe a reasonable range of alternatives to a project or to the location of a project which could feasibly attain its basic objectives and evaluate the comparative merits of the alternatives. Section 15126.6 also provides direction for the discussion of alternatives to the Project. The section requires:

- A description of “a range of reasonable alternatives to the project, or to the location of a project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives” [§ 15126.6(a)];
- Setting forth alternatives that “shall be limited to ones that would avoid or substantially lessen any of the significant effects of the project. Of those alternatives, the EIR need examine in detail only the ones that the lead agency determines could feasibly attain most of the basic objectives of the project” [§ 15126.6(f)];
- A discussion of the “No Project” alternative, and “if the environmentally superior alternative is the ‘no project’ alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives” [§ 15126.6I(2)]; and
- A discussion and analysis of alternative locations “that would substantially lessen any of the significant effects of the project need to be considered for inclusion in the EIR” [§ 15126.6(f)(2)(B)].

For this EIR, it is critical to develop a defensible alternatives analysis that meets the following objectives:

- The alternatives analysis is comprehensive enough to ensure that it has looked at a reasonable range of feasible alternatives to the proposed action, including some alternatives that may be screened out due to increased impacts over the Project, in order to provide full disclosure to the public and decision-makers; and
- The alternatives that are not screened out are analyzed in detail throughout the document are limited to only those that could feasibly attain the Applicant’s basic objectives for the Project and that have the ability to reduce significant impacts associated with the proposed action.

To accomplish these objectives, MRS Environmental proposes an alternative screening analysis that uses the “rule of reason” approach to alternatives as discussed in CEQA (Guidelines Section 15126.6(f)). An alternative screening analysis provides the basis for selecting alternatives that meet the second objective listed above, provides a detailed explanation of why other alternatives were rejected from further analysis, and ensures that only feasible alternatives that can reduce significant impacts and meet the basic objectives of the Project are evaluated and compared in the EIR.



In addition, CEQA states that alternatives should “attain most of the basic objectives of the project” (Section 15126.6(a)). If an alternative is found to not obtain most of the basic objectives, then it would also be eliminated.

The use of a screening analysis for the alternatives ensures that the full spectrum of environmental concerns is adequately represented and that a reasonable choice of alternatives is selected for evaluation in the EIR. It also provides for a broad range of alternatives to be discussed in the EIR as to their applicability and reasons for inclusion or dismissal, thereby addressing any potential concerns of the public or decision-makers that a specific alternative was not addressed.

Alternatives examined will include, at a minimum, the No Project Alternative and Full Removal of the Gaviota Onshore Facilities, as per the RFP.

The description of alternatives and the alternative screening analysis will be prepared and submitted to the County for review. Coordination between MRS and the County will be conducted to ensure a thorough and extensive list of alternatives are addressed, at least at the screening stage, to address any potential public concerns. MRS Environmental will also recommend that the County have the Applicant review the alternative descriptions to make sure they are technically accurate.

The Principal Investigators will be responsible for preparing their portion of the environmental analysis section for each of the selected alternatives.

Environmental Setting

For most issue areas, the baseline information is expected to be developed from the Applicant’s technical studies, previous studies in the area, including technical studies, long-term monitoring activities, regulatory requirements, other EIRs, etc. Given the limited scope of this Project, MRS Environmental does not believe that additional field surveys will be necessary to verify existing data.

The environmental setting section of the EIR will also include a regulatory setting section for each of the relevant issue areas.

MRS Environmental proposes to submit a draft of the environmental setting section of the EIR to the County for review and comment prior to the release of the Administrative Draft EIR (see Chapter F, Schedule, for more information).

Project Impact and Mitigation Assessment

One of the most important tasks in evaluating impacts is developing a set of well-defined significance criteria (or environmental thresholds) for each of the issue areas evaluated in the EIR. MRS Environmental proposes to develop the significance criteria prior to the assessment of impacts and to agree on these with the County in advance. The significance criteria will be submitted along with the environmental setting sections. Where available, significance criteria will be based upon the current County environmental thresholds in the Santa Barbara County Environmental Thresholds and Guidelines Manual (County of Santa Barbara; revised August 2024). Where criteria do not exist, they will be developed based on criteria used in previous EIRs



or existing CEQA Guidelines. With well-defined criteria, the impacts can be classified in terms of significance with a greater degree of confidence.

The approach to the impact assessment for each issue area is discussed in more detail in Sections D.2 and D.3.

One of the major goals of an EIR is identifying potential significant impacts and then developing reasonable, feasible, and effective mitigation measures to reduce the impacts to less than significant. For each impact where mitigation is identified, the EIR will have a discussion of the residual impact. The residual impact discussion will provide the supporting evidence needed to demonstrate the effectiveness of the mitigation measures at reducing the level of significance of the impact.

The discussion of mitigation measures for applicable impacts will include both Applicant and Lead Agency-proposed measures. Mitigation measures proposed by the Applicant will be identified as such.

During the preparation of an EIR, mitigation measures are identified in each issue area by impact type (e.g., emission of criteria pollutants). Coordination between issue areas is important; otherwise, mitigation measures in one issue area are not carried through into other issue areas to determine if any residual impacts exist. In order to facilitate the coordination of impact analysis and mitigation measures, MRS Environmental proposes incorporating a section into each issue area that specifically discusses the impacts of other issue area mitigation measures. This approach ensures that each mitigation measure is evaluated thoroughly and that all potential residual impacts are addressed for each of the issue areas. Recent court cases have emphasized the importance of examining the impacts not only of the project, but also of the mitigation measures themselves.

The mitigation measures that MRS Environmental develops may be design changes, technology-based measures, new or revised management systems for Project operation, or administrative procedures to ensure that certain processes or environmental conditions are carefully monitored. The mitigation measures will address primary and secondary impacts associated with the Project.

In the approach to the evaluation of impacts, MRS Environmental will distinguish between impacts before and after mitigation. Significant impacts that cannot be mitigated to a level of less than significant will be categorized as Class I impacts. Class II impacts are those that are significant prior to mitigation but can be mitigated to a level of less than significant. Class III impacts are less than significant. For Class III impacts, mitigation measures may be recommended if they could reduce the adversity of the impact. Class IV impacts are beneficial impacts.

Cumulative Projects List and Impacts

CEQA requires that an EIR address cumulative impacts, which are defined as two or more individual effects, when considered together, are considerable or which compound or increase other environmental impacts. The cumulative impact analysis needs to address the incremental impact of the Project when added to other closely related past, present, and reasonably foreseeable probable future projects (CEQA Guidelines § 15355).



One of the first steps in the cumulative analysis will be to work with the County and other agencies in developing a cumulative projects list. MRS Environmental proposes to work with the County and other responsible agencies to determine which projects should be included in the cumulative analysis.

Using this information, brief descriptions of each of the cumulative projects will be developed, along with a discussion of the cumulative methodology used in the EIR. A draft of this chapter will be submitted first to the County for review and approval, and then to the Project team.

The cumulative impact assessment will follow the same basic approach as the Project impact assessment discussed in Section D.2 for the primary issue areas. If any significant cumulative impacts are identified, mitigation measures will be developed.

Mitigation Monitoring and Reporting Program

Based upon the mitigation measures identified in the EIR for each issue area, a draft mitigation monitoring and reporting program (MMRP) will be developed. The MMRP will identify the associated mitigation measure, any plan requirements and associated timing, and the method, timing, and responsible party for compliance verification, including any reporting requirements of the Applicant.

The need for subsequent verification by on-site inspection will also be defined in the MMRP, together with any post-construction monitoring that may be required to evaluate the effectiveness of the mitigation measures. The draft MMRP will be provided to the County at the same time as the Administrative Draft EIR. A summary of the MMRP will be included in the Executive Summary of the EIR.

Prepare Draft EIR and Technical Appendices

Preparation of the Draft EIR will incorporate all the comments received from the County on the Administrative Draft EIR and technical appendices and produce a “camera ready/screen-check” copy of the EIR for final review by the County. Once the County has signed off on the “camera ready/screen-check” document, MRS Environmental will be responsible for printing physical copies of the Draft EIR. MRS Environmental will work with the County team to ensure that the Draft EIR is accessible on the County’s website for access/download as well as the State Clearinghouse. MRS Environmental will also prepare the Administrative Record ensuring that copies or links to all references in the Draft EIR are made available to the public as part of public comment period.

All copies of the Draft EIR will be double-sided, printed in color on recycled paper, and spiral-bound. All electronic submittals will be in searchable PDF format and will be divided into chapters with file sizes that are suitable for publication on the County’s website.

Prepare Summary of Comments from Public Workshop on Draft EIR

Upon completion of the public comment workshop (if applicable) on the Draft EIR, MRS Environmental will prepare a written summary of the verbal comments presented at the hearing.



This package will also include any written comments received at the hearing. All the comments will be numbered with unique codes.

Prepare Response to Comments

At the close of the public comment period, all the comments received by the County on the Draft EIR will be provided to MRS Environmental, subsequently reviewed, and given a unique number by the management team. The comments will then be distributed to the appropriate Principal Investigators, who will be responsible for developing the written responses and editing the Draft EIR as needed.

The response to comments will include a list of all the comment letters received, the code used for each letter, and section where each comment letter and associated responses can be found. For costing purposes, it has been assumed that no new analysis will be required to respond to the comments on the Draft EIR and that the number of unique comments to which MRS Environmental will need to respond will not exceed 100.

It is MRS Environmental's experience that development of the Administrative Final EIR goes hand-in-hand with preparation of the response to comments. This is because if a comment requires a modification to the Draft EIR, it is best to make that change when preparing the response to ensure consistency between the response and the changes in the EIR. Also, it is easier for the County to review these two documents together to allow for review of the changes in the EIR that are discussed in the response to comments. This process also tends to allow for a faster submittal of the Administrative Final EIR to the County.

Prepare Administrative Final EIR

At the close of the public comment period on the Draft EIR, MRS Environmental will prepare the Administrative Final EIR. This task involves making changes to the Draft EIR as a result of comments, updating various sections of the EIR to cover the discussion of the public review process, and incorporating the response to comments.

Areas of the Draft EIR that are modified will be marked with revision marks, such as text strikeout and underline. As needed, the Response to Comments section will guide the reader to changes in the EIR and to additional information in the Final EIR that addresses the comment.

MRS Environmental will submit an Administrative Final EIR to the County that includes all the responses to comments, as well as all the changes to the Public Draft EIR. This will allow the County to review the responses and confirm that the appropriate changes were made to the EIR.

Prepare Proposed Final EIR

Preparation of the Proposed Final EIR will incorporate all the comments received from the County on the Administrative Final EIR and the Response to Comments. MRS Environmental will produce a "camera ready/screen check" copy of the Proposed Final EIR for review by the County. Once the County has signed off on the "camera ready/screen check" document, MRS Environmental will be responsible for printing the Proposed Final EIR as required in the RFP. These copies will be spiral bound. MRS Environmental will also work with the County to make



sure that the Proposed Final EIR is available online for download from the County's website and the State Clearinghouse.

Prepare Final EIR

Once there has been a final decision on the Project, MRS Environmental will make any final changes to the Proposed Final EIR that may be needed and then provide the County with the Final EIR.

D.1.5 Task 5: Decision-Maker Hearings

In developing the cost proposal for this Project, MRS Environmental assumed that team members will participate in a number of public meetings and hearings. The detailed assumption on the number of meetings is included in the costing proposal. MRS Environmental will be available for assisting in developing presentations for these meetings/hearings/workshops. MRS Environmental will also be available to develop the agenda for all of the public meetings and to document the results. Costing for hearing/workshops are broken out in the costing proposal.

Included in the meetings/hearings is costing for various MRS Environmental team members to attend (and assist the County in planning & coordinating) one Draft EIR public comment hearing; and two Planning Commission/Board of Supervisors hearings. It is assumed that all of these meetings/hearings will be held in South County.



MRS Environmental will be available at the County's discretion for the possibility of additional public comment hearings or workshops in smaller settings as part of the scoping process and/or Draft EIR outreach.

MRS Environmental has assumed that the County will be responsible for recording and transcribing the public meetings, if needed, for the official record, although MRS Environmental is available for this service if needed (at additional cost). MRS will prepare detailed hearing notes for submittal to the County Project Manager.

D.1.6 Task 6: EIR Project Management

MRS Environmental proposes a Project Manager rooted in a long history of effective EIR preparation and technical expertise working with the County. Chapter C discusses our proposed approach to project management.



D.2 Methodologies for Issue Areas with Potentially Significant Impacts as Identified in the RFP

The RFP issued by the County identified a list of preliminary issue areas where the Project is likely to have potentially significant impacts. The approach and methodology to each of these issue areas is discussed below.

D.2.1 Aesthetics/Visual Resources

The Aesthetics section of the EIR will provide a photographic and written inventory of existing site conditions and establish the baseline visual character, and the overall extent and quality of proposed Project visibility will be documented. Review of the Project site and proposed actions show that the operation would be seen from portions of Highway 101 as well as Amtrak railroad cars and recreation areas. Views of the existing facility and the Project site are varied, and the surrounding topography limits public views to some degree.

The Project proposes demolition of most of the existing above- and below-ground facilities. Following demolition and remediation, the disturbed site areas would be graded and re-contoured to manage and retain surface drainage on site, and exposed soils would be revegetated. It is anticipated that although the long-term visual effects of the Project might be beneficial, the short term, and secondary consequences might include large stockpiles, engineered landforms, native vegetation removal, and other adverse changes to the visual environment.

Key viewing areas will be identified based on visual access to the site, viewer-group expectations and sensitivity, and applicable County policies. Key views will be prioritized by their relative impact potential based on field analysis, including view exposure and duration, and selected in consultation with County staff.

The MRS Environmental team will establish on-site locations of critical Project features, which will be established by a combination of computer modeling and photography. The specific locations of critical components will be based on the existing built environment, Project plans, and additional information provided by County staff. The Aesthetics section will compare the existing visual condition with the Project features as proposed and will identify any potential impacts to views and visual character. The evaluation will assess the visual effect of proposed beneficial measures such as structure removal and revegetation. The Aesthetics section will make recommendations and present measures if necessary to preserve visual resources.

D.2.2 Air Quality and Greenhouse Gases

The general approach to the air quality assessment will involve addressing baseline conditions and impacts associated with the Project and alternatives in accordance with requirements and guidelines established by the County and the SBCAPCD. Although the air quality thresholds established by the County will be utilized, as the County is Lead Agency, guidelines and requirements of the SBCAPCD will be incorporated as required.



The Air Quality and GHG sections of the EIR will address construction-related emissions estimates. This would cover criteria pollutants, GHG emissions, and toxic emissions.

The EIR will also address the mobile emissions associated with Project vehicles including criteria pollutants, GHG emissions, and air toxic emissions.

The emission estimates for the on-site and mobile sources will be taken from the final version of the peer reviewed Applicant emission calculations. Mitigation measures will be developed for any identified significant impacts. MRS Environmental will then develop a mitigation monitoring plan for the mitigation measures. Analysis of cumulative impacts will consider future activities at the affected facilities and other projects in the area.

The Applicant has prepared an Air Quality Analysis for the Project along with supporting emission calculation spreadsheets that will be independently evaluated and peer reviewed to verify that (1) all emissions sources have been included; (2) the correct equations and emission factors have been used, including the use of the most recent versions of CalEEMod, EMFAC, and other applicable models; and (3) the appropriate approach was followed in developing the emission estimates. The Application materials provided with the RFP would need to be supplemented from the Applicant with spreadsheets and detailed equipment lists and use factors. Coordination with the SBCAPCD will be conducted with County involvement as needed.

MRS Environmental will characterize the existing air quality and meteorological conditions to provide an environmental setting that the Project emissions will impact. The environmental setting will be based on information from the SBCAPCD, other applicable air districts, and other regional EIRs. Existing or historical operational emissions will be included if applicable. The attainment status in regard to the Ambient Air Quality Standards, particularly for ozone (for state and federal standards) and particulate matter (for state standards), will indicate the areas most sensitive to increases in ambient concentrations of the air pollutants. Data from the SBCAPCD air monitoring station network will be utilized and characterized based on available data from the SBCAPCD and the California Air Resources Board.

MRS Environmental will review federal, state, and County air quality regulations to identify those items that apply to the Project, based on the preliminary issues identified in the RFP and other potential issues such as toxic emissions and GHG. The baseline will also include information on odors based on an assessment of violations and complaints received by the SBCAPCD.

MRS Environmental will assess construction emissions from the Project. The development of technically sound emissions inventories for the Project will be one of the most important aspects of the air quality assessment. Emissions from all equipment used in construction, including construction equipment, impacted soils handling, mobile sources, fugitive dust, and other miscellaneous sources, need to be included in the Project emission inventory.

Criteria Pollutants

Estimates of the construction criteria pollutants (NO_x, ROC, CO, PM, PM₁₀, and PM_{2.5}) are required for the Project. These have been done by the Applicant and may need to be supplemented



by the EIR consultant. The construction emissions will be estimated for peak-day and total Project. The construction and operational emissions will be compared with the significance thresholds, and appropriate mitigation will be developed if any of the criteria pollutants are found to be significant. For criteria pollutants, mitigation measures could include offsets or emission reduction credits.

Cumulative impacts for criteria pollutants will be determined based on the cumulative project list developed for the Project and will be evaluated qualitatively.

Odors

Odor impacts will be assessed based upon the fugitive emissions from soils handling or other odorous emission sources.

Air Toxic Pollutants

The Project would not be subject to the Air Toxics ‘Hot Spots’ Program (AB 2588). However, the operation of diesel-fueled construction equipment and diesel trucks would result in a temporary short-term increase in the amount of toxic air emissions over baseline. Generally, detailed risk assessments are conducted for long-term operational activities that generate toxic emissions. Although there are few receptors in the area, MRS Environmental proposes to conduct a screening Health Risk Assessment analysis to provide substantial evidence that health risk is not an issue. A similar approach was used on other decommissioning project EIRs (Chevron Carpinteria and Phillips 66 Santa Maria Refinery). Although California Air Pollution Control Officers Association (CAPCOA) document does not provide a methodology for construction projects, it indicates that:

lead agencies under CEQA are required to identify health risk from construction activities or projects and mitigate if they are deemed significant (CAPCOA 2015).

The Office of Environmental Health Hazard Assessment (OEHHA) also indicates that:

local air pollution control districts sometimes use the risk assessment guidelines for the Hot Spots program in permitting decisions for short-term projects such as construction (OEHHA 2015).

However, OEHHA does provides guidance for the cancer risk evaluation for short-term projects. The Hot Spots Analysis & Reporting Program version 2 (HARP2) model allows for the evaluation of exposures of shorter duration than the standard 30 years. Therefore, the HARP2 model would be utilized to assess the potential for cancer, chronic, and acute impacts from the on-site construction activities on nearby receptors over the construction activity period.

It is important for full disclosure that the EIR provide an estimate of the construction air toxic emissions. MRS Environmental will develop an estimate of the air toxic emissions from the activities based upon the Applicant’s emission calculations.

Greenhouse Gases

MRS Environmental will assess emissions of GHGs during construction. The GHG analysis will be compiled into a separate section of the EIR. The County’s Environmental Thresholds and



Guidelines Manual states that “*Construction-related emissions are to be accounted for in the year that they occur*”.

Regulatory requirements will address recent GHG emission regulations, such as recent Scoping Plan updates and revisions to long-term goals and developments at the SBCAPCD. MRS Environmental will address GHGs including carbon dioxide (from combustion), methane (from combustion and fugitive emissions), nitrous oxide, and hydro fluorocarbons. MRS Environmental will also assess GHG emissions from both direct (located on site) and indirect (from mobile sources and electricity generation) sources and will address sources such as transportation as well as the role of the Cap-and-Trade Program.

D.2.3 Biological Resources

MRS Environmental is well positioned to prepare the Biological Resources section of the EIR for this Project. Our team believes that our expertise and knowledge of central California and surrounding area will bring consistency and thoroughness to the analysis of impacts to biological resources.

The Applicant’s biological study, along with the County biologist peer review, will be examined as part of the analysis. Any data gaps will be discussed with the County. These additional data needs, if identified, may include determining the size and adequacy of the study area, verifying the techniques used for habitat mapping, confirming the extent of wetlands within the coastal zone, delineating the limits of disturbance, identifying potential indirect impacts (e.g., dust), resolving any potential inconsistencies in the determinations of suitable habitat for sensitive species, and verifying the adequacy of proposed restoration activities and mitigation measures.

The Project site is located within the coastal zone and is under the jurisdiction of the CCC. The CCC delineates wetlands using a single parameter criterion that differs from that of the U.S. Army Corps of Engineers. The MRS Environmental team proposes to coordinate with the County early in the environmental review process to confirm the extent of CCC jurisdictional wetlands, if any, and verify the information supporting the conclusions in the Applicant report.

Marine biology will also be addressed along the pipeline segments offshore to be removed. Sensitive species that could be affected will be identified, mapped, and discussed. Historical EIRs, such as the Phillips 66 and the Diablo Canyon EIRs for the County of San Luis Obispo (recently completed), which also had removal components offshore, will be utilized along with CDFW mapping of sensitive marine species to identify potential issues.

As standard practice for the preparation of CEQA documents, the MRS Environmental team will conduct background searches to identify which special-status species have the potential to occur on the Project site, as a confirmation and supplement to the Applicant study. These database searches include a query of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB), the United States Fish and Wildlife Service (USFWS) Information Planning and Consultation (IPaC) tool, and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Plants of California to identify special-status plant and animal species that have reported occurrences and/or are considered to have potential to occur



within the Project area. The MRS Environmental team will also rely on previous environmental documents in the area.

D.2.4 Cultural Resources

The MRS Environmental team will peer review the Applicant-provided Cultural Study and will utilize Applied EarthWorks for peer review and for additional analysis, as needed. The Cultural Resources section of the EIR will contain a description of the region's historical and cultural ethnography, a summary of documented resources (derived from the review of available background documents), and analysis of potential impacts to archaeological and historical resources.

As needed, additional studies may be reviewed in preparation of the Cultural Resources section. The Applicant technical study prepared for the Project will be evaluated for content, accuracy, and consistency with federal, state, and local regulatory requirements. The MRS Environmental team will peer review, compile, and utilize the existing information to the greatest extent feasible. The peer review will include an assessment of the following key elements:

- Verification of the survey area of the previous reports, and
- Verification that findings and recommendations from the report are accurate and would adequately avoid or minimize potential impacts to the greatest extent feasible.

Upon verification of existing documentation, the MRS Environmental team will conduct an analysis of potential short- and long-term impacts to archaeological/cultural resources that could result from development of the proposed Project. Direct, indirect, and cumulative impacts will be analyzed consistent with criteria set forth in CEQA and will be discussed in context with local land use policies and ordinances. A discussion of residual impacts that are expected to remain after implementation of any recommended mitigation measures will be included.

The EIR will discuss the potential for previously unidentified sensitive areas to be encountered during Project implementation.

D.2.5 Geology and Soils

The environmental setting will be based on the previous EIRs and will be augmented with publicly available geologic/soils maps and documents for the pipeline. The baseline section will describe the local faults in the Project area, the soil, and geological formations.

Impacts will be evaluated with respect to decommissioning, based on the County's Environmental Thresholds and Guidelines Manual and the most current version of Appendix G of the CEQA Guidelines. Activities would primarily be short-term, erosion-related, and less than significant with implementation of the Construction General Permit, which includes implementation of a Storm Water Pollution Prevention Plan (SWPPP) and associated Best Management Practices (BMPs). Stormwater and waste discharge permits will be required by the Central Coast Regional Water Quality Control Board (RWQCB). In addition, the County will require preparation of a site-



specific drainage and erosion control plan, to be submitted with the grading/demolition permit application.

In the absence of any proposed structures, long-term impacts related to geologic hazards would be limited. Remaining facilities would be subject to potential seismically induced ground failure; however, impacts would only be considered significant in the event that the Project would exacerbate the potential for seismic hazards to occur. In addition, using the United States Geological Survey Coastal Storm Modeling System (CoSMoS) data, long-term coastal processes impacts will be evaluated related to the pipelines remaining in-place. The coastal processes analysis would qualitatively address ocean currents, coastal erosion, and water levels, including storm surge, tsunamis, and sea level rise.

Additionally, the Geology and Soils section will discuss the potential for impacts to paleontological resources. The MRS Environmental team will review existing conditions and identify areas of paleontological sensitivity. The Geology and Soils section of the EIR will describe on-site soil characteristics, disclose identified paleontological resources in the Project vicinity, and recommend mitigation measures (as necessary).

D.2.6 Hazardous Materials/Risk of Upset

The general approach to the risk of upset assessment will involve addressing baseline conditions and impacts associated with the Project and alternatives in accordance with requirements and guidelines established by the County for public safety impact assessments. Impacts would be primarily related to spills.

The proposed Project would involve the decommissioning of equipment, loading and transport of materials, and the movement, loading and transport of potentially impacted soils. The main risk of upset issues for the Project are spills of residual materials from equipment or equipment-related materials, and spills offshore related to pipeline removal activities. Spilled materials have the potential to impact resources in the area, including biological resources and hydrological resources. Toxic vapor impacts from H₂S would not be expected. Truck spills of impacted materials that occur during truck transportation could also minimally impact water and biological resources and will also be discussed. Spills of materials offshore could also impact marine resources.

The Applicant has prepared an oil spill contingency plan and an environmental hazards report. These will be reviewed as part of our proposed peer review process to ensure preparation in accordance with the requirements of the County's Environmental Thresholds and Guidelines Manual.

MRS Environmental will characterize the existing baseline at the Gaviota facility with regard to the existing hazards. A summary of the key federal, state, and local regulations will be provided as they relate to the truck loading operations and the transportation of crude oil.

Construction activities could also generate impacts due to wildfire, as the area is within a very high fire hazard area. CEQA has a separate section on wildfire impacts, but wildfire is also discussed



within the Hazards and Hazardous Materials section of CEQA Appendix G. The CEQA Appendix G wildfire potential impacts will also be included in the Hazardous Materials/Risk of Upset section.

D.2.7 Hydrology and Water Resources

The hydrological environmental setting will be based in large part on previous EIRs but will be augmented with publicly available information, including tsunami run-up, for the pipeline. The environmental setting will also discuss the current water management system at the facility and the methods used for handling contact and non-contact stormwater, including a summary of the current SWPPP. The environmental setting will also summarize the baseline groundwater monitoring data for the refinery site, as applicable, and discuss any existing groundwater contamination issues, as applicable, if identified by the RWQCB.

Based on proposed decommissioning, short-term and long-term impacts will be evaluated with respect to the County's Environmental Thresholds and Guidelines Manual and Appendix G of the most recent CEQA Guidelines. Short-term impacts would likely be related to potential erosion of exposed sediments; and potential incidental spills of minor amounts of petroleum products and hazardous substances leaking from construction equipment and vehicles. Because ground disturbance will be in excess of 1.0 acre, activities would occur in accordance with a Construction General Permit and associated SWPPP. In addition, the County will require preparation of a site-specific drainage and erosion control plan, to be submitted with the grading/demolition permit application. Stormwater runoff during demolition would also be managed under the Industrial General Permit (IGP) (Order 2014-0057-DWQ), with the SWPPP documenting implementation of the IGP. Construction impacts will be evaluated considering implementation of these permit conditions.

Post-Project impacts would primarily be related to potential erosion pending establishment of vegetation. The IGP would no longer apply because there would be no industrial activities at the site. Long-term surface water quality and groundwater quality impacts will be qualitatively addressed and are expected to be beneficial as a result of the site remediation (i.e., removing the source of surface water and groundwater contamination).

D.2.8 Land Use Planning

The land use/policy consistency analysis issue area approach will include consideration of the direct and indirect impacts associated with the Project activities in terms of effects on existing, planned, and future land uses in the Project vicinity. The analysis will build off the impact analysis from the other issue areas to determine consistency with governing land use policies and to identify potential incompatibilities with surrounding land uses.

The key issue with land use is the potential consistency with policies related to potential impacts in other issue areas such as risk of upset and air quality that could affect land uses in the areas affected by the proposed Project. In addition, the County's Coastal Policies will be examined particularly related to structures left in place.



MRS Environmental proposes to utilize a multi-disciplinary approach to the land use analysis. Impacts identified in other issue areas would be combined to determine if the Project would result in any land use conflicts or constraints. This analysis will be done in close consultation with the other issue area Principal Investigators and County Planning & Development staff. This comprehensive analysis would provide the necessary basis for evaluating if there are any short- or long-term conflicts of the Project with nearby uses and for assessing policy compliance.

MRS Environmental will assess the potential land use impacts associated with the Project. MRS Environmental will assess the Project's potential impacts and compatibility with the existing and potential future land uses in the area. As required by the RFP, MRS Environmental will also provide a preliminary analysis on the Project's consistency with the governing land use plans and policies. The preliminary policy consistency analysis will include consideration of the direct and indirect impacts associated with the Project activities in terms of effects on existing, planned, and future land uses in the Project vicinity.

D.2.9 Noise and Vibration

MRS Environmental has extensive experience conducting noise assessments, both in-field background noise monitoring utilizing type-I noise meters, as well as modeling of noise impacts from construction projects using SoundPlan© and the Federal Highway Administration (FHWA) Roadway Construction Noise Model (RCNM) software. The Project could cause temporary noise impacts to nearby receptors. Noise modeling analysis for potential impacts to receptors utilizing the RCNM software for land-based activities along with potential equipment use and activities will be conducted by MRS Environmental. Baseline noise levels will be utilized from other EIRs (ExxonMobil Crude Transportation EIR noise monitoring along Highway 101) and the FHWA Traffic Noise Model utilizing highway traffic levels. No in-field measurements are proposed, but MRS has the capability to conduct these if needed.

For construction activities in water, sound propagates effects; thresholds will be based on California Department of Transportation (Caltrans) studies associated with in-water construction activities and historical measurements and equipment-specific activities. Impacts on marine resources from noise are generally defined as those causing permanent hearing loss and loss of hearing sensitivity (permanent threshold shift [PTS]), those causing a temporary impact to a species' hearing abilities with a return to normal hearing (temporary threshold shift [TTS]) and those causing a disturbance to species behavior. These levels vary depending on the marine species. Thresholds could be based on National Oceanic and Atmospheric Administration (NOAA) in-water acoustic thresholds for behavioral changes to marine resources from non-impulsive noise sources, for example.

Although onshore noise impacts will generally be within the County Code time limits for construction, the long duration of the construction project necessitates the assessment of potential exceedances during the daytime construction periods. Important issues, such as potential incremental ambient noise increase, for both CNEL and hourly levels, will need to be assessed to ensure proper assessment of potential impacts, and the establishment of substantial evidence in regard to potential noise impacts.



Regulatory issues related to compliance with the County Municipal Code and Comprehensive Plan will be addressed.

This section will characterize and quantify construction noise based on construction information (typical equipment use, duration, and location of use). Duration and peak noise levels as well as incremental noise levels will be used to define any potential “harmful and annoying effects” and “to preserve the tranquility of residential areas”. As necessary, MRS Environmental will provide mitigation for reducing construction noise at sensitive receivers consistent with applicable noise standards and regulations.

D.2.10 Transportation and Circulation

The general approach to the traffic and transportation assessment will involve addressing baseline conditions and impacts associated with the Project and alternatives in accordance with requirements and guidelines established by the County for traffic impact assessments. The Applicant has prepared a Traffic Study for the proposed Project that contains impact information covering freeway access.

The Project would generate truck trips associated with construction activities that would enter and exit the freeway. Local access to the facility is provided by existing Highway 101 ramps onto/off of Mariposa Reina. No other local uses are in the area.

The Applicant-prepared traffic study evaluates vehicular level of service (LOS) during the weekday AM and PM peak hours. No collision rates along freeway routes are described. CCTC will independently evaluate and peer review the Applicant-prepared traffic study for accuracy and adequacy. The review will focus on the adequacy of each study’s findings with respect to industry standard practice. Although traffic rates would be relatively low compared to freeway levels in the area, collision rates will be developed to ensure substantial evidence related to truck traffic is developed.

Recent count data and analysis results from other sources will be compared to the data used in the study. Study assumptions leading to the trip generation estimates will be reviewed for reasonableness.

Vehicle miles traveled (VMT) will also be developed in coordination with the air quality section.

CCTC will prepare a letter summarizing the major findings of the peer review. This will include a summary of the study, mitigation recommendations, and will note any major deficiencies identified in the course of the review. CCTC will provide recommendations for additional study if appropriate.

The impact analysis will apply thresholds of significance from Caltrans and the County of Santa Barbara as appropriate using information contained in the Applicant-prepared traffic study. The analysis will include peak-hour intersection LOS calculations, roadway segment LOS calculations, an evaluation of collision rates on facility-adjacent roadway segments, and VMT estimates. CCTC will identify additional mitigation measures as needed to reduce or eliminate significant impacts



associated with the Project. These measures may include restrictions on the timing of trucks hauling construction materials, the timing of employee shifts, and potential roadway improvements.

D.2.11 Tribal Cultural Resources

The MRS Environmental team will peer review the Applicant-provided Cultural Study, if applicable for Tribal Resources, with respect and in regard to Tribal Cultural Resources, as applicable, and will utilize Applied EarthWorks for additional analysis, as needed. The Tribal Cultural Resources section of the EIR will contain a description of the region's historical and cultural ethnography, a summary of documented resources (derived from the review of available background documents), and analysis of potential impacts to tribal cultural resources.

Upon verification of existing documentation, the MRS Environmental team will conduct an analysis of potential short- and long-term impacts to cultural/tribal cultural resources that could result from development of the proposed Project. Direct, indirect, and cumulative impacts will be analyzed consistent with criteria set forth in CEQA and will be discussed in context with local land use policies and ordinances. A discussion of residual impacts that are expected to remain after implementation of any recommended mitigation measures will be included.

The EIR will discuss the potential for previously unidentified Tribal Resource areas to be encountered during Project implementation. The information presented in this section will incorporate the outcome of the County's AB 52 consultation process with local tribes. The MRS Environmental team will assist the County, as needed, with tribal outreach and coordination, including attending in-person and teleconference meetings and providing clear documentation of consultation efforts for incorporation into the EIR. The MRS Environmental team understands the tribal coordination process requires extensive communication with various tribal stakeholders and maintaining efficient and open lines of communication is requisite to ensuring the EIR is clearly identified, and appropriate mitigation is developed.

D.3 Methodology for Issue Areas with Less than Significant Impacts

It is important that the EIR contain a discussion of why certain issue areas were found to have less than significant impacts. The issue areas identified in the RFP to have less than significant impacts will be analyzed with only sufficient detail to ensure that the conclusion of less than significant impacts are confirmed, and substantial evidence is in the record. Based upon the results of the scoping process, issue areas that are determined to have less than significant impacts will be addressed in a separate section of the EIR. The final decision on what issue areas can possibly be covered under the less than significant impact section can only be made once the scoping process is complete.

Note that some issue areas identified by CEQA Appendix G, such as wildfire, will be combined into the Hazardous Materials/Risk of Upset section, which already partially addresses wildfire impacts.



D.4 Other CEQA-Mandated Sections

The CEQA Guidelines require that all phases of the project must be considered when evaluating impact on the environment. CEQA Guidelines § 15126 requires that an EIR discuss the following subjects.

- a) Significant Environmental Effects of the Proposed Project.
- b) Significant Environmental Effects Which Cannot be Avoided if the Proposed Project is Implemented.
- c) Significant Irreversible Environmental Changes Which Would be Involved in the Proposed Project Should it be Implemented.
- d) Growth-Inducing Impact of the Proposed Project.
- e) The Mitigation Measures Proposed to Minimize the Significant Effects.
- f) Alternatives to the Proposed Project.

Items (a) and (e) will be addressed in the Project impact chapter of the EIR as well as the Executive Summary. Item (f) will be discussed in the alternative analysis chapter. Items (b), (c), and (d) will be covered in a separate chapter of the EIR and will address the following.

Significant Environmental Effects Which Cannot Be Avoided if the Project Is Implemented (CEQA Guidelines § 15126.2(b)) – The discussion will provide a brief description of any identified Class I impacts (significant impacts that cannot be mitigated to a level of less than significant). If Class I impacts are identified, the implication of these impacts will be discussed along with the reasons why the Project is being proposed, notwithstanding their effect.

Significant Irreversible Changes Which Would Be Involved in the Proposed Project Should it be Implemented (CEQA Guidelines § 15126.2(c)) – This section will discuss any irreversible commits of resources that may be associated with Project, primary and secondary impacts that could commit others to similar uses, and well as an irreversible damage that could result from environmental accidents associated with the Project.

Growth-Inducing Impacts of the Proposed Project (CEQA Guidelines § 15126.2(d)) – This section will discuss the ways in which the proposed Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. Growth-inducing impacts can also be caused by removing obstacles to population growth such as an expansion of a wastewater treatment plant. Growth-inducing impacts can result from population increases that require the construction of new community services facilities.

In general terms, a project may induce spatial, economic, or population growth in a geographic area if it meets any of these four criteria:

- Removal of an impediment to growth (e.g., establishment of an essential public service or the provisions of new access to an area);
- Economic expansion or growth (e.g., changes in revenue base, employment expansion);



- Establishment of a precedent-setting action (e.g., an innovation, a change in zoning or general plan amendment approval); or
- Development or encroachment in an isolated area or one adjacent to open space (being different from an “infill” type of project).

MRS Environmental will evaluate the proposed Project against the four criteria listed above.