



**BOARD OF SUPERVISORS
AGENDA LETTER**

Agenda Number:

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

Submitted on:
(COB Stamp)

Department Name: County Executive Office
Department No.: 990
For Agenda Of: 09/12/06
Placement: Administrative
Estimate Time: N/A
Continued Item: NO
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Director: Michael F. Brown, County Executive Officer
Contact Info: John McInnes, Long Range and Strategic Planning Division, xt 3552
SUBJECT: Environmental Impact Report (EIR) for the County of Santa Barbara 2003-2008 Revised Housing Element Action Phase

County Counsel Concurrence:

As to form/legality: Yes No N/A

Auditor-Controller Concurrence:

As to form: Yes No N/A

Recommended Action(s):

That the Board of Supervisors:

Execute an agreement with Rincon Consultants Inc. (a local vendor) to prepare the EIR for the County of Santa Barbara 2003-2008 Revised Housing Element and to authorize the Director of Long Range and Strategic Planning to issue a Notice to Proceed (NTP) on a project milestone basis. Total cost of the consultant contract for the EIR is \$334,770 plus a contingency of \$33,477 for a total not to exceed cost of \$368,247.

Summary:

County Code Sec. 2-42 requires contracts for services in excess of \$100,000 to be approved by the Board of Supervisors.

The firm of Rincon Consultants, Inc. is on a Board approved list of firms to provide environmental services to Planning and Development. Pursuant to procedures outlined in the County's CEQA Guidelines, after qualification of consultant proposals by County staff, the applicant selected for the project shall prepare the EIR. Staff has selected Rincon Consultants, Inc to prepare the Housing Element EIR. A copy of the Statement of Work has been drafted and is included as Exhibit A to the contract.

The primary objective of the scope of work is to conduct an objective environmental analysis of the Housing Element Action Phase. Work performed will include preparation and processing of all requisite environmental documents as well as provision to the County Comprehensive Planning

Department, Planning Commission, Board of Supervisors and other responsible departments and agencies with an independent evaluation of the project description, potential impacts, necessary mitigation measures, and project alternatives which could lessen or eliminate project impacts. This analysis will be used to make policy decisions as part of the Housing Element Action Phase. The selected consultant will also assist staff in preparing staff reports, CEQA and policy findings, project conditions, any necessary statement of overriding consideration, and in presentations for the Planning Commission, Board of Supervisors, Coastal Commission and other public forums.

Work under the contract will be managed on a project milestone basis. Comprehensive Planning will issue successive NTPs for project milestones stated in the scope of work upon completion of earlier work phases by the consultant. This contract management approach allows payment of the full environmental services contract value in installments and ensures continuous staff review, accountability for staff management of consultant services, and approval of work performed.

Background:

The housing element is one of seven mandated components of a local jurisdiction's general plan. State housing law (Government Code Section §65580 et seq.) requires that housing elements be updated every five years. The law further specifies that in order for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems which provide opportunities for, and do not unduly constrain, housing development. The law also requires that every updated housing element be submitted to the State Department of Housing and Community Development (HCD) for review. State HCD is further empowered to determine whether a jurisdiction's housing element is in compliance with the state requirements. Jurisdictions found to be in compliance with state housing law receive "certification" of their housing elements.

On May 9, 2006, the Board of Supervisors adopted the 2003-2008 Draft Revised Housing Element. State HCD conditionally certified the adopted Housing Element on August 2, 2006. Continued certification is contingent on County implementation of a number of program and policy changes embodied as Action Items within the document. The Action Items constitute potentially significant revisions to current County policies and programs, such as rezoning properties for higher residential densities. The overarching goal of the proposed policy and ordinance changes is to reduce the constraints and costs of development to enable the production of more affordable housing. Some of these actions may produce adverse environmental impacts, making an EIR examination of policy impacts required under the California Environmental Quality Act (CEQA). In addition to disclosing and examining potential impacts, the EIR must identify any feasible mitigation measures and project alternatives that could avoid or reduce potentially significant adverse effects (see e.g. CEQA Sec.s 21002.1 & 21080, and CEQA Guidelines Sec. 15002). The EIR will include a site specific analysis for all identified potential rezone sites and program level analysis for other policy changes. The County can not adopt any of the revisions identified in the Action Items until the EIR is completed and certified.

Fiscal and Facilities Impacts:

Funding for this work is approved in the 06/07 fiscal year budget.

Budgeted: Yes No

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized Cost:</u>	<u>Total Project Cost</u>
General Fund	368,247		368,247
State			
Federal			
Fees			
Other:			
Total	\$ 368,247.00	\$ -	\$ 368,247.00

Narrative: Funding for this contract has already been budgeted. Contract contains a ten-percent contingency clause for the purpose of funding additional project-related consultant services up to \$33,470. The scope of work cost is estimated to be \$334,770. The total contract cost shall not exceed \$368,247.

Staffing Impact(s):

<u>Legal Positions:</u>	<u>FTEs:</u>
0	0

Special Instructions:

- Clerk of the Board to forward a copy of the Minute Order to Comprehensive Planning; Attn: David Matson.
- Comprehensive Planning will issue Notices to Proceed to Rincon Consultants, Inc. on a project milestone basis.
- Copy of signed contract and minute order to Jette Christiansson

Attachments: (list all)

Contract
Notice to Proceed from Scope of Work Tasks 1-3 and 6a.

Authored by:

David Matson, Project Manager, Comprehensive Planning Division

cc: Comp Chron

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and **Rincon Consultants, Inc.** having its principal place of business at **790 E. Santa Clara St., Ventura, CA 93001** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** **Greg Mohr** at phone number **805-568-2080** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Joseph Power** at phone number **805-641-1072 xt. 12** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: **GREG MOHR, COMPREHENSIVE PLANNING, 30 E. FIGUEROA ST., SANTA BARBARA, CA 93101**

To CONTRACTOR: **JOSEPH POWER, RINCON CONSULTANTS, INC., 790 E. SANTA CLARA ST., VENTURA, CA 93001**

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

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on **September 12, 2006** and end performance upon completion, but no later than **December 31, 2007** unless otherwise directed by COUNTY or unless earlier terminated.

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

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All

products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

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

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

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

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

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

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

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with

others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

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

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

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

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

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

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

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy,

to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy

By: _____
SocSec or TaxID Number: _____

APPROVED AS TO FORM:
MARY McMASTER
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
JOHN FORNER,
RISK PROGRAM ADMINISTRATOR

By: _____
Risk Program Administrator

EXHIBIT A
STATEMENT OF WORK

The Consultant’s proposed work program will include the following meetings and products:

Task 1 - Project Initiation

Deliverable: Kickoff meeting

Within one week of authorization to proceed, Rincon will organize a kickoff meeting with County staff and key members of the consultant team. This meeting will serve as a forum to review and confirm study objectives and establish an operational protocol. Working schedules will be finalized, and details for scheduled tasks will be discussed.

The kickoff meeting also allows the County and consultant team an opportunity to discuss responses to the Notice of Preparation (NOP) and any other input received by the County as of that date. Rincon will work with County staff to clarify the focus of environmental concerns of the community and other agencies, allowing the team to verify the scope of the study.

We will also have an opportunity to identify the cumulative projects that will be examined and the nature of the alternatives to the proposed project that will be addressed in the EIR. We have assumed that up to three alternatives will be defined and finalized for discussion in the EIR, in addition to a “no project” option.

Task 2 - Project Description

Deliverables: Revised project description, sites tour

Rincon will review and edit the County-prepared EIR project description. As appropriate, we will make editorial changes (all of which must be approved by County Staff) and incorporate County-prepared graphics into Rincon’s figure format. As part of this task, Rincon staff will attend site visits with County staff to each of the ten selected rezone sites.

Task 3 - Administrative Draft EIR

Deliverable: Administrative Draft EIR

The EIR for the Housing Element Action Phase will be prepared in accordance with the *State CEQA Guidelines*, the *County Environmental Thresholds and Guidelines Manual*, and other County standards and adopted guidelines. Rincon will adhere to the same standard of adequacy provided for EIRs in the *CEQA Guidelines*, which specifically state that:

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

Subtask 3.1 - Executive Summary. The EIR will contain a summary of the proposed project and associated environmental consequences. This information will be presented in tabular format to simplify review by decision-makers and the general public. This section will identify:

- *Each potential environmental impact;*
- *The level of significance of each impact;*

- *Mitigation measures required; and*
- *The residual impacts after mitigation.*

The summary will also note areas of known controversy and an assessment of the alternatives reviewed and their associated impacts. The summary will also discuss the environmentally superior alternative of the alternatives discussed in the EIR and the rationale for its selection as such.

Subtask 3.2 - Introduction and Environmental Setting. The EIR will provide introductory sections (required by CEQA) that lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the study. It will provide a discussion of lead, responsible and trustee agencies. The environmental setting will provide a general description of the existing geographic character of the County and the rezone sites. This section will also contain the list of pending and approved projects within the general area that will be considered in the cumulative analysis.

Subtask 3.3 - Environmental Analysis. Each environmental issue addressed in the EIR will incorporate four sub-topics:

- *Setting*
- *Impact analysis (significance thresholds, methodology, project impacts, cumulative impacts)*
- *Mitigation measures*
- *Level of significance after mitigation*

Each impact statement will be discrete and numbered, with any necessary mitigation measures numerically linked to the impact in question. Rincon has found that this editorial method clarifies the analysis for reviewers, and provides a direct nexus between mitigation measure and impacts.

The setting will be based on existing data sources, including the County Comprehensive Plan, recent County EIRs, and other relevant planning documents. Where possible, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Cumulative impacts will also be discussed within this analysis.

Mitigation measures may include a range of design measures and programs as proposed by the County staff and consultant team. All mitigation measures will be presented in wording that can be directly applied to the project, as appropriate, and will include monitoring requirements. Rincon will use the County's Standard Mitigation Measures document as the basis of proposed measures. Issues related to mitigation implementation, such as the monitoring frequency, and responsibility will be further discussed.

The technical approach to analyzing each issue identified in the County's RFP is described in Section 4.2, Technical Approach to Environmental Issues. If the public review process leads to a determination that additional issues are required for examination or that particular issues require a greater depth of analysis than proposed, additional budget and a modified scope of work would be required.

Subtask 3.4 - Alternatives. Our proposal includes the evaluation of up to four project alternatives, including the required "no project" alternative. The impacts of all three alternatives will be assessed for each issue area. The analysis will consider both policy impacts and site-specific impacts of the rezone sites.

Alternatives will be studied in less detail than the proposed project. However, the analysis will be sufficiently detailed to allow the County to select any of the alternatives as the preferred scenario. The level of significance and applicability of mitigation measures (including additional measures, if necessary) will be identified for each studied alternative.

The EIR will identify the “environmentally superior” alternative among the alternatives reviewed. Determination of the rationale used in making the superiority determination will be fully explained. If the “no project” alternative is determined to be the environmentally superior alternative, the EIR will identify the environmentally superior alternative among the others that are analyzed.

We assume that alternatives will be developed in conjunction with County staff once preliminary impacts of the proposed project have been identified. This will enable us to focus on those alternatives capable of minimizing or avoiding potentially significant impacts of the proposed project. Alternatives could include revisions to policies or standards or elimination of one or more rezone sites if unavoidably significant impacts are identified for any of the rezone sites.

Subtask 3.5 - Other CEQA Sections. This EIR sections will discuss: (1) Growth Inducing Impacts; (2) Significant Environmental Impacts/Irreversible Changes; and (3) Effects Found Not To Be Significant. Our approach to each of these discussions is described below.

Growth Inducing Impacts. This section of the EIR will examine the potential growth inducing and/or precedent setting implications of the proposed project. This section will consider: (1) potential direct and indirect impacts upon population and job growth; (2) the potential of regulatory changes and rezones to foster additional growth; and (3) the precedent setting potential of the proposed regulatory changes and rezones. Growth inducement will be discussed primarily in a qualitative manner, though the potential for direct housing and population growth will be quantified. As appropriate, mitigation measures will be identified to address potentially significant physical effects that could result from growth inducement.

Significant Environmental Impacts/Irreversible Changes. This discussion will include a summary of identified unavoidably significant impacts. In addition, it will discuss any additional irreversible physical changes to the environment that may result from the proposed Housing Element Action Phase.

Issues Found Not to Be Significant. While not specifically required under CEQA, we propose to include a summary of Issues Found Not to Be Significant. For these summaries we would use and expand upon the information currently contained in the Notice of Preparation to substantiate this finding. If substantial evidence is identified that any of these issues would warrant further discussions as a potentially significant impact, additional budget may be required to more thoroughly examine the issue.

Task 4 - Draft EIR

Deliverable: Draft EIR

This task involves the production, editorial work and communication processes anticipated to publish the Draft EIR for circulation, public and agency review, and comment. We understand that the County will be responsible for: filing a Notice of Completion with the State Office of Planning and Research, for circulating the Draft EIR to commenting agencies and interested groups or individuals, and for receiving their written commentary. In addition, we have assumed that the County will give notice to all organizations and individuals who have expressed interest in receiving such notice and the notice will also be published in a local newspaper. We have included publication of 60 copies of the Draft EIR.

Task 5 - Final EIR

Deliverables: Response to comments, Administrative Final EIR, Final EIR

The final formal stages of the EIR and project review process involve responding to comments, public hearings, and final publication tasks. At this point, all of the discretionary permit applications and the EIR are brought together for final public governmental scrutiny leading to decisions regarding approval. Through

this process, final changes and policy decisions concerning the project are made. Our work effort regarding this task is delineated below.

Subtask 5.1 - Response to Comments/Administrative FEIR. Within 15 days of receipt of all public comments on the Draft EIR, Rincon will submit five copies of the Administrative Final EIR for County review. We will discuss and modify, as necessary, information in the EIR that requires such modification.

Subtask 5.2 - Publication of the Final EIR. Subsequent to County review of the AFEIR, Rincon will deliver five hard copies of the Final EIR and two CDs. Upon certification of the Final EIR and project approval (if approved), we understand that the County will be responsible for filing a Notice of Determination with the County Clerk's office.

Task 6 – Project Management/Meetings/Hearings

Deliverables: 1 EIR scoping meeting, 2 public hearings, 2 EIR certification hearings

Rincon's Principal in Charge and Project Manager will attend meetings as necessary throughout the work program. In addition to the kickoff meeting (Task 1), we would anticipate attendance at meetings to review the Administrative Draft and Administrative Final EIRs. Rincon will also attend the following public meetings as part of the work program on dates to be determined by the County:

- *One EIR scoping meeting*
- *Two public hearings during the Draft EIR public review period*
- *Two EIR certification hearings*

As necessary, Rincon will make presentations at all public meetings and hearings.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation at Selected Milestones (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **368,247**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis of **Attachment B1**, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

Percentage of Total Contract Amount or Maximum Amount Chargeable	Milestone Description
10%	Project Initiation
60%	Submittal of Administrative Draft EIR
10%	Submittal of Draft EIR
10%	Submittal of Final EIR
10%	Completion of all tasks and deliverables

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

- D. CONTRACTOR may bill for direct costs (including subconsultant costs) during the preparation of the Administrative Draft EIR on a monthly basis, with the remainder of the Administrative Draft EIR milestone payment (60% minus previously billed expenses) to be billed upon the delivery of the Administrative Draft EIR.
- E. CONTRACTOR may bill for hours and expenses in preparation of the next milestone in the event of a delay of more than 90 days that is beyond the CONTRACTOR'S control.
- F. Payment is due upon receipt of invoice, however COUNTY typically pays within 30 days of receipt and shall in no instance be liable for any type of late-payment charge or fee.
- G. Each invoice shall include billing itemized by task(s) and the residual contract balance.
- H. COUNTY shall issue a Notice to Proceed (NTP) to CONTRACTOR prior to commencement of each successive milestone in the Work Program. COUNTY shall not be responsible for costs incurred for work related to milestones not included in issued NTPs.

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

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

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

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

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

1. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

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

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

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

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

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

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

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

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

Contract Summary Form:

Contract Number : BC - 07 - 057 - _____

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

- D1. Fiscal Year: FY 06-07
- D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 990
- D3. Requisition Number
- D4. Department Name: General County Programs / CEO
- D5. Contact Person: Greg Mohr
- D6. Phone.....: x. 2080

- K1. Contract Type (check one): Personal Service Capital Project/Construction
- K2. Brief Summary of Contract Description/Purpose : Prepare Housing Element Action Phase EIR
- K3. Original Contract Amount: \$368,247
- K4. Contract Begin Date.....: September 12, 2006
- K5. Original Contract End Date: December 31, 2007
- K6. Amendment History (leave blank if no prior amendments):

<u>Seq#EffectiveDateThisAmndtAmtCumAmndtToDateNewTotalAmtNewEndDate</u>	<u>Purpose (2-4 words)</u>
\$	\$
- K7. Department Project Number

- B1. Is this a Board Contract? (Yes/No).....: Yes
- B2. Number of Workers Displaced (if any).....: 0
- B3. Number of Competitive Bids (if any): 2
- B4. Lowest Bid Amount (if bid).....: \$ 330,390
- B5. If Board waived bids, show Agenda Date
- B6. ... and Agenda Item Number: #
- B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : Yes

- F1. Encumbrance Transaction Code: 1701
- F2. Current Year Encumbrance Amount: \$
- F3. Fund Number.....: 0001
- F4. Department Number.....: 990
- F5. Division Number (if applicable).....: 012
- F6. Account Number: 7460
- F7. Cost Center number (if applicable).....:
- F8. Payment Terms.....: Net 30

- V1. Vendor Numbers (A=uditor; P=urchasing)
- V2. Payee/Contractor Name: Rincon Consultants, Inc.
- V3. Mailing Address: 790 East Santa Clara Street
- V4. City State (two-letter) Zip (include +4 if known) : Ventura, CA 93001
- V5. Telephone Number.....: 805-641-1000 x. 12
- V6. Contractor's Federal Tax ID Number (EIN or SSN) : 77-0390093
- V7. Contact Person.....: Joe Power
- V8. Workers Comp Insurance Expiration Date.....: February 1, 2007
- V9. Liability Insurance Expiration Date[s] (General and Professional) : December 18, 2006
- V10. Professional License Number: # not applicable
- V11. Verified by (name of County staff): Greg Mohr

V12. Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

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

Date : Authorized Signature.....:

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COUNTY OF SANTA BARBARA
LONG RANGE AND STRATEGIC PLANNING
COMPREHENSIVE PLANNING DIVISION

30 E. Figueroa St., 2nd Floor
Santa Barbara, CA 93101
Telephone: (805) 568-3400
Fax: (805) 568-2030

September 12, 2006

Joseph Power
Rincon Consultants, Inc.
790 East Santa Clara St.
Ventura, CA 93001

RE: Notice to Proceed to Prepare the EIR for the Santa Barbara County 2003-2008 Housing Element Action Phase.

Dear Mr. Power:

This letter serves as Notice to Proceed (NTP) to prepare the environmental impact report (EIR) for the County of Santa Barbara Housing Element Action Phase. As per the contract, Rincon Consultants, Inc. will be paid the following amounts at the completion of each task identified in this NTP.

Task	Schedule of Fees	Percent of Total Contract (not including contingency)
Project Initiation	\$ 33,477	10%
Project Description	\$ 0	0%
One EIR Scoping Meeting	\$ 0	0%
Administrative Draft EIR	\$ 200,862	60%

The terms and conditions of this authorization are outlined in Rincon Consultants, Inc.'s Statement of Work provided as Exhibit A to the Contract.

Michael Brown, County Executive Officer	Terri Maus-Nisich, Assistant County Executive Officer	John McInnes, Director, Long Range and Strategic Planning
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Please direct questions regarding this NTP to Greg Mohr, at (805) 568-2080

Sincerely,

John McInnes
Director, Strategic and Long Range Planning Division

cc: David Matson, Project Manager, Comprehensive Planning
Greg Mohr, Planner, Comprehensive Planning
Accounting, CEO
Comp Chron