

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 Wood Environment & Infrastructure Solutions, Inc. with an address at 104 West Anapamu Street, Suite 204A, Santa Barbara, CA 93101 (hereafter CONTRACTOR or “Wood”), 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

Jessi Steele at phone number (805) 884-8082 is the representative of COUNTY who will administer this Agreement for and on behalf of COUNTY. Aaron P. Goldschmidt at phone number (805) 962-0992 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 email, personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Jessi Steele, jsteele@countyofsb.org, Planning and Development Department (P&D), 123 E. Anapamu Street, Santa Barbara, CA 93101

To CONTRACTOR: Aaron P. Goldschmidt, aaron.goldschmidt@woodplc.com, 104 West Anapamu Street, Suite 204A, Santa Barbara, CA 93101

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 July 1, 2022 and end performance upon completion, but no later than January 31, 2024, 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. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with subcontractors identified in Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights.

34. HANDLING OF PROPRIETARY INFORMATION

CONTRACTOR understands and agrees that certain materials which may be provided may be classified and conspicuously labelled as proprietary confidential information. That material is to be subject to the following special provisions:

- A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.
- B. Upon conclusion of CONTRACTOR'S work, CONTRACTOR shall return all copies of the material direct to party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.

35. IMMATERIAL AMENDMENTS

CONTRACTOR and COUNTY agree that immaterial amendments to the work program (mutually agreeable work program changes which will not result in a change to the total Agreement amount) may be authorized by Planning and Development Director, or designee, in writing.

36. NEWS RELEASES/INTERVIEWS


CONTRACTOR agrees for itself, its agents, employees and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the COUNTY Project Coordinator. CONTRACTOR further agrees that all media requests for communication will be referred to COUNTY'S responsible personnel.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Wood Environment & Infrastructure Solutions, Inc.

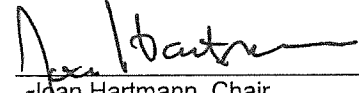
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

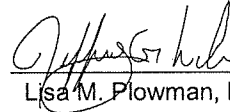
COUNTY OF SANTA BARBARA:

By: 
Joan Hartmann, Chair
Board of Supervisors

Date: 7-12-22


RECOMMENDED FOR APPROVAL:

Planning and Development Department

By:  For Lisa Plowman
Lisa M. Plowman, Director

CONTRACTOR:

Wood Environment & Infrastructure Solutions, Inc.

By: 
Aaron P. Goldschmidt, Vice President

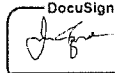
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
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Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

Wood Environment and Infrastructure Solutions, Inc. (Wood) will be preparing two environmental impact reports (EIRs) for the 2023 – 2031 Housing Element Update (HEU) -- a Program EIR and supplemental EIR. The Program EIR will analyze buildout under the suitable sites inventory and will assess the suite of policies and programs that would enable the production of housing at varying affordability levels while also protecting existing housing and residents. The County will defer the rezoning of specific sites as an implementation action of the HEU until after submittal of the HEU to the State Housing and Community Development Department for certification (estimated to be February 2023). Wood will prepare a Supplemental EIR that tiers from the Program EIR and analyzes proposed rezones to implement the HEU, if necessary.

Pages 7 through 29 of Wood's proposal, dated May 4, 2022 (Proposal), are attached as Exhibit A1 and incorporated by this reference. Section III (Project Approach & Scope) of the Proposal describes the specific tasks involved with preparing the EIRs. Under this Agreement Wood shall complete the following tasks described in Section III of the Proposal:

- Task 1: Project Kick-Off (completed under separate contract)
- Task 2: Initial Study and NOP/Scoping (completed under separate contract)
- Task 3: Draft EIR Project Description and Concept Alternatives
- Task 4: Administrative Draft Program EIR
- Task 5: Draft Program EIR
- Task 6: Administrative Final Program EIR
- Task 7: Final Program EIR
- Task 8: Draft Supplemental EIR
- Task 9: Final Supplemental EIR
- Task 10: Meetings/Hearings & Project Management

This Agreement does not include other tasks besides Tasks 3 through 10 which are described in the Proposal, and are the subject of a separate agreement.

[This section intentionally left blank.]

EXHIBIT A1

WOOD PROPOSAL DATED MAY 4, 2022
Pages 7 through 29

III. PROJECT APPROACH & SCOPE

Based on our understanding of the proposed Housing Element Update and the County's needs, this section describes Wood's proposed approach to management, preparation, and production of the Program EIR and Supplemental EIR (refer to Table 3) to ensure timely completion of tasks and delivery of high-quality work products. Our technical approach will involve close coordination throughout the process with County staff to ensure the preparation of a thorough, objective, and legally sustainable environmental document with appropriately detailed analyses and mitigation measures. This approach will be particularly important due to the anticipated community interest in this proposed 2024-2032 Housing Element Update.

**Key Goals for
2024-2032 Housing Element Update
CEQA Documentation**

- ▶ High quality, detailed analysis to inform decision-making
- ▶ Close coordination with County staff to ensure accuracy, efficiency, and responsiveness
- ▶ Alternative analysis to demonstrate environmental tradeoffs of different housing development scenarios

Our team is experienced in preparing EIRs that fully assess the impacts of long-range planning projects in Santa Barbara County. Our award-winning EIRs provide detailed information and thorough impact analysis to help guide decision-making for complex projects. We have a proven record of providing a high level of support and service to agency staff. Our core philosophy and business practices are to act as an extension of staff to achieve the objectives of each unique project.

"The high quality of this EIR was praised by the City's Planning Commission and was a key element in the City's decision-making for this project."

Tyler Corey, City of San Luis Obispo Project Manager, Garden Street Terraces EIR

EIR PREPARATION TASKS

Our technical approach to CEQA compliance reflects the scope of services discussed with the County as described in Section II, *Project Understanding*. We will prepare a Program EIR for the Housing Element Update that analyzes buildout under the suitable sites inventory and programmatically assesses the suite of policies and programs that would enable the production of housing at varying affordability levels while also protecting existing housing and residents. Given the schedule demands, we understand that the County will defer the rezoning of specific sites as an implementation action of the Housing Element Update following submittal to HCD by February 2023. As discussed with the County, we will prepare a Supplemental EIR that tiers from the Program EIR and analyzes the focused rezones proposed to implement the Housing Element Update. Our proposed tasks to prepare the EIR are summarized below in Table 4.

Table 4. Scope of Work by Task

Task 1. Project Kick-Off Meeting, Data Collection, and Background Review.

Our team views the kick-off process as critical to the successful completion of the environmental impact analysis, particularly given that the Program EIR will commence and will be prepared concurrently with the Draft 2024-2032 Housing Element. We will attend a virtual kick-off meeting with County staff to discuss the key elements of the Housing Element Update and ensure careful coordination between the planning and environmental teams. Our Project Principal, Project Manager, Deputy Project Manager, Senior CEQA Technical Advisor, and key subconsultants (i.e., Fehr & Peers) will attend the kick-off meeting to refine project scope and technical studies, particularly for transportation (e.g., approaches to VMT analysis), discuss housing focus areas and suitable sites, and refine the EIR analytical approach and methodologies. In preparation for the meeting, our team will prepare an initial list of questions/data requests, a project schedule, and potential issues of concern for discussion at the kick-off meeting.

Deliverables: Kick-off meeting agenda; initial list of questions/data request; draft comprehensive schedule; and meeting summary, including a description of action items and notes from the kick-off meeting.

Task 2. Initial Study, Notice of Preparation (NOP), Public Scoping Meeting, Tribal Consultation.

Our team will prepare an Initial Study (IS) and NOP that will serve as an appendix and scoping document. This IS can be used to provide substantiating data and analysis to narrow the focus of the Program EIR (as well as the Supplemental EIR), eliminating some issues from consideration and potentially narrowing the required analysis within certain resource areas. The IS could also be used to help develop an initial set of mitigation measures for inclusion in the Program EIR (as well as the Supplemental EIR). The NOP will be particularly important to obtain formal comments on the scope of analysis and potential alternatives from the California Department of Transportation (Caltrans), the Santa Barbara County Air Pollution Control District (SBCAPCD), HCD, community-based organizations, site owners/potential developers, and interested residents. Obtaining early feedback from key stakeholders will minimize the potential for project delays and unforeseen issues arising late in the CEQA process.

Following the publication of the IS and NOP, we will collect and include all comment letters received during the scoping period in an appendix to the Program EIR and provide a matrix indicating where such comments have been incorporated and responded to in the Draft Program EIR. Our Project Manager and/or Deputy Project Manager, and key subcontractors will host a virtual public scoping meeting, to be held during the NOP comment period. We will prepare and submit a PowerPoint presentation to County staff for review and comment, summarizing the CEQA process for the proposed Project and key issues of concern. Wood will facilitate the meeting, including making the scoping presentation, recording comments received at this public scoping meeting, and preparing a summary of public comments made during the minimum 30-day review period.

During the NOP phase, our team will also support the tribal consultation process per Assembly Bill (AB) 52 and Senate Bill (SB) 18 through the preparation and distribution of consultation letters to the California Native American Heritage Commission (NAHC) and known local tribal representatives. We assume the County will conduct government-to-government consultation with the Native American tribes if requested, but our team will be available to provide technical support, as needed.

Deliverables: IS and NOP (MS Word and PDF) for one (1) round of County review before public release; PowerPoint presentation for virtual Public Scoping Meeting; meeting summary and comment notes; and Native American consultation letters.

Task 3. Draft EIR Project Description and Concept Alternatives.

Table 4. Scope of Work by Task

A complete Project Description is the foundation of an adequate EIR. This will be especially important in this case as the Housing Element Update is likely to evolve during at least the initial stages of EIR preparation. Our team will work closely with County staff to develop a complete project description, use information obtained from the housing planning process (e.g., presentations, staff reports, etc.), and draft housing programs, updated inventory, and technical studies. Wood staff will refine the Project Description through one round of review with a set of comments or questions to ensure accuracy, account for any ongoing changes or adjustments, and consider if adjustments to the proposed programs are warranted to minimize potential adverse environmental impacts. We will also prepare descriptions of no more than five (5) concept alternatives, including the No Project Alternative (i.e., the No Project Alternative plus four (4) additional alternatives).

Deliverables: Draft Project Description (MS Word and PDF) and Concept Alternatives Memorandum (MS Word and PDF) for two (2) rounds of County review.

Task 4. Administrative Draft Program EIR.

The Administrative Draft Program EIR will address direct and indirect impacts for all key issues associated with the proposed Housing Element Update (see *Proposed Scope of Environmental Impact Analysis*), as well as standard CEQA sections such as growth inducement and consistency with adopted plans and policies. In addition, the analysis will address impacts associated with project alternatives and their comparison with project impacts. The Administrative Draft Program EIR will respond to issues raised during the scoping and public comment period.

Deliverables: Administrative Draft Program EIR for one (1) round of County staff review (MS Word and PDF). (We acknowledge that a small subset of the Administrative Draft Program EIR analyses may require an additional more limited round of review before production of the Screencheck Draft Program EIR.)

Task 5. Screencheck and Draft Program EIR.

Upon receipt and incorporation of County comments, we will provide an electronic screencheck copy of the Draft Program EIR to the County before publication to allow County staff to verify that previous comments were adequately addressed. Our team will incorporate any final administrative edits from the County and publish the Draft Program EIR for printing and posting to the County's website. Our team would host one (1) virtual public meeting to present the Draft Program EIR and take verbal comments from the public.

Deliverables: One (1) electronic version of the Screencheck Draft Program EIR (MS Word and PDF) for one (1) round of County staff administrative edits; two (2) hardcopies of the Draft Program EIR with accompanying appendices on CDs (MS Word and PDF).

Task 6. Draft Response to Comments/Administrative Final Program EIR.

Based on our team's experience with Housing Elements and the unprecedented 6th Cycle RHNA allocation, we anticipate a high level of interest and a diversity of public comments on the Housing Element Update, ranging from concerns about adequate resources and neighborhood compatibility to recommendations for housing project sites. Following public review and comment on the Draft Program EIR, our team will collate all comments received in an appendix to the Program EIR and provide a matrix indicating where and how such comments have been incorporated and responded to in the Final Program EIR. We will provide detailed responses to comments as needed, citing case law and relevant CEQA Guidelines sections where required. We will respond to one set of comments on the Response to Comments and will incorporate revisions into the Draft Program EIR based on the responses agreed to with the County.

Table 4. Scope of Work by Task

Deliverables: One (1) electronic version of the Draft Response to Comments/Administrative Final Program EIR (MS Word and PDF) to County staff for one (1) round of review.

Task 7. Final Program EIR.

Upon receipt of County comments on the Administrative Final Program EIR, we will incorporate comments and submit an electronic screencheck copy of the Final Program EIR to County staff to provide County staff with an opportunity to verify that comments were adequately addressed. Following County staff approval, we will submit the Final Program EIR and appendices.

We will also prepare a Mitigation Monitoring and Reporting Plan (MMRP) in table format for easy tracking. The MMRP would identify mitigation measures, responsible parties or agencies, implementing actions, and timing for the direct and indirect impacts and potential cumulative impacts. Our team will also prepare CEQA Findings and a Statement of Overriding Considerations (if needed) for County staff review. Our team has considerable experience preparing such CEQA Findings and Statements of Overriding Considerations for complex projects in the County and recognizes that appropriately detailed CEQA Findings and Statement of Overriding Considerations are a key part of the Administrative Record and central to the legal defensibility of the EIR certification process. We will incorporate any edits into the CEQA Findings and Statement of Overriding Considerations based on County staff comments and provide them back to the County for final approval.

Deliverables: One (1) electronic version of the Screencheck Final Program EIR (MS Word and PDF) to County staff for one (1) round of administrative edits review and comment (as with the Administrative Draft Program EIR we acknowledge that a small subset of the Screencheck Final Program EIR may require an additional round of review); two (2) hardcopies of the Final Program EIR with accompanying appendices on CD (MS Word and PDF). One (1) electronic copy of the Draft MMRP, CEQA findings, and Statement of Overriding Considerations (MS Word and PDF); one (1) electronic copy of the Final MMRP, CEQA Findings, and Statement of Overriding Considerations (MS Word and PDF).

Task 8. Draft Supplemental EIR.

Following the adoption of the 2024-2032 Housing Element by the County and certification by HCD in February 2023, it is anticipated that County staff will consider rezoning of specific sites as an implementation action. At this time, Wood's Project Principal, Project Manager, Deputy Project Manager, and Senior CEQA Technical Advisor, will attend another kick-off meeting to initiate the preparation of a Supplemental EIR to tier from the Program EIR and evaluate the environmental impacts of the proposed rezones. We will prepare a focused Project Description, which employs tables and figures to describe the individual sites proposed for rezoning and refines the total number and type of housing units at each site, as well as any applicable development standards (e.g., height, density, open space, etc.). Wood staff will refine the Project Description through one (1) round of review with a set of comments or questions to ensure accuracy, account for any ongoing changes or adjustments, and consider if adjustments to the proposed rezoning are warranted to minimize potential adverse environmental impacts.

Following County concurrence on the Project Description, Wood will prepare the Administrative Draft Supplemental EIR per CEQA Guidelines Section 15163, which will address direct and indirect impacts for all key issues as well as standard CEQA sections such as growth inducement and consistency with adopted plans and policies. The Supplemental EIR will also consider no more than three (3) alternatives, including the No Project Alternative (i.e., No Project Alternative plus two (2) additional alternatives). These alternatives will focus on alternative approaches to rezoning (e.g., increases in allowable density, rezoning of commercial and industrial areas, conversion of agricultural lands, etc.). Upon receipt and incorporation of County comments, we will provide an electronic screencheck copy of the Draft EIR to the County before publication to allow County staff to verify that previous comments were adequately addressed. Our team will incorporate any final administrative edits from the

Table 4. Scope of Work by Task

County and publish the Draft Supplemental EIR for printing and posting to the County's website. The Draft Supplemental EIR would be available for a 45-day public review period. Our team would host one (1) virtual public meeting to present the Draft Supplemental EIR and take verbal comments from the public.

Deliverables: Kick-off meeting agenda; initial list of questions/data request; draft comprehensive schedule; and meeting summary, including a description of action items and notes from the kick-off meeting. Draft Project Description (MS Word and PDF) and Concept Alternatives Memorandum (MS Word and PDF) for two (2) rounds of County review. Administrative Draft Supplemental EIR for one (1) round of County staff review (MS Word and PDF). One (1) electronic version of the Screencheck Draft Supplemental EIR (MS Word and PDF) for one (1) round of County staff administrative edits; two (2) hardcopies of the Draft Supplemental EIR with accompanying appendices on CDs (MS Word and PDF). Public comment meeting facilitation (virtual) and presentation.

Task 9. Final Supplement EIR.

Based on our team's understanding of community concerns within the County related to rezoning, we anticipate a high level of interest and a diversity of public comments on the focused rezones (it is possible that community interest in the focused rezones is even greater than the Housing Element Update itself, given that the focused rezones are where the community often feels the tangible effects of the Housing Element Update) Following public review and comment on the Draft Supplemental EIR, our team will collate all comments received in an appendix and provide a matrix indicating where and how such comments have been incorporated and responded to in the Final Supplemental EIR. We will provide detailed responses to comments as needed, citing case law and relevant CEQA Guidelines sections where required. We will respond to one set of County comments on the Administrative Final Supplemental EIR and Response to Comments. We will incorporate revisions into the Draft Supplemental EIR based on County comments, as well as edits to the detailed Response to Comments section.

Upon receipt of County comments on the Administrative Final Supplemental EIR, we will incorporate comments and submit an electronic screencheck copy of the Final Supplemental EIR to County staff to provide County staff with an opportunity to verify that comments were adequately addressed. Following County staff approval, we will submit the Final EIR and appendices.

We will also prepare an MMRP in table format for easy tracking. The MMRP would identify mitigation measures, responsible parties or agencies, implementing actions, and timing for the direct and indirect impacts and potential cumulative impacts. The Supplemental EIR will likely carry forward many of the programmatic mitigation measures identified in the Program EIR, refined as needed to apply to specific housing sites. Our team will also prepare CEQA Findings and a Statement of Overriding Considerations (if needed) for County staff review.

Deliverables: One (1) electronic version of the Draft Response to Comments/Administrative Final Supplemental EIR (MS Word and PDF) to County staff for one (1) round of review. One (1) electronic version of the screencheck copy of the Final Supplemental EIR (MS Word and PDF) to County staff for one (1) round of administrative edits review and comment; two (2) hardcopies of the Final Supplemental EIR with accompanying appendices on CD (MS Word and PDF). One (1) electronic copy of the Draft MMRP, CEQA Findings, and Statement of Overriding Consideration (MS Word and PDF); one (1) electronic copy of the Final MMRP, CEQA Findings, and Statement of Overriding Considerations (MS Word and PDF).

Task 10. Meeting/Hearings and Project Management.

Our team will attend up to eleven (11) meetings, including one (1) kick-off meeting for each EIR, one (1) public scoping meeting held during the 30-day NOP comment period, one (1) public comment meeting for each EIR, and six (6) decision-maker hearings. All meetings would be virtual, though in-person attendance could also be

Table 4. Scope of Work by Task

supported. We will also participate in regular communication throughout the EIR process, including impromptu and biweekly teleconference calls during the preparation of the Draft Program EIR and Draft Supplemental EIR. Our team will prepare agendas and meeting summaries for such meetings upon request. Our management team would be available to attend additional meetings, as necessary, on a time-and-materials basis.

PROJECT MANAGEMENT

Wood's project management philosophy is that the best technical, cost, and schedule controls result from hands-on participation in the study effort. Our Santa Barbara-based team practices strict management controls in the areas of task management, scheduling, cost control and tracking, quality assurance, and client communication. Our team employs Microsoft Project® and other schedule tools to ensure that complex tasks are completed on an expedited schedule. Our project managers are highly involved in the day-to-day project activities and review all analyses to see projects through from initial scoping and costing to final document production while assigning tasks to those best qualified to carry them out effectively and efficiently. Our local management team continues to train and teach CEQA-based environmental planning, including AEP courses. This approach to project management ensures the accuracy and efficiency of our EIR preparation efforts, as well as their legal sustainability.

CONSULTATION AND COORDINATION WITH THE COUNTY

Wood regularly manages the preparation of EIRs on complex land use projects throughout Southern California and Central California. For each project, we strive to establish close working relationships with agency staff from project kick-off to completion. To ensure close coordination with County staff, we will establish clear lines of communication (beginning with the kick-off meeting), employ regular conference calls or virtual meetings, and provide email updates and progress reports. Our team is located two blocks from the County's offices to allow regular (i.e., biweekly) and impromptu meetings. Through careful coordination with County staff, we will ensure that staff-level meetings are highly productive, with early identification of key issues or questions for consideration, data requests, and agenda preparation, as well as follow-up minutes focused on action items, responsibility, timing, and required product.

DOCUMENT PRODUCTION

Our team is committed to the production of high-quality environmental documents through our required QA/QC program. The fundamental objectives of Wood's QA/QC program are to assure not only that our work product fulfills the project directive requirements for each task, but also that the client's specific and unique needs are both fully defined and met. These objectives have been accomplished by first making an across-the-board corporate commitment to the concept of QA/QC. Second, for each consulting contract entered into by Wood, a QA/QC responsibility is formally delegated to a qualified individual or individuals, depending on the project scope. No submittals would be delivered without going through a full technical editing review.

We have also included a highly experienced word processor and web content publisher to prepare an “optimized for web” electronic version of the draft and final environmental documents for posting on the County website. All hard copy deliverables will be double-sided, printed in color on recycled paper, and spiral bound. Additionally, all electronic submittals will be compatible with Microsoft Word® 2007 or later and provided as chapters and file sizes that are web-friendly (less than 3MB) and viewable on County workstations (i.e., Microsoft Word ® or PDF) The Program EIR and Supplemental EIR will be provided as complete electronic files, with separate files broken into as many logical sections as is necessary to meet County size limitations. Our team will strive to limit the size of individual files to 1 MB and the Table of Content will be compatible with HTML for web posting.

IV. SCOPE OF SERVICES

Based on our communications with County staff, we anticipate preparing a full scope Program EIR consistent with CEQA Guidelines §15168. The EIR would adequately assess the potential impacts of the proposed 2024-2032 Housing Element Update, including an analysis of the suitable sites inventory and programmatic assessments of the policies and programs that would enable the production of housing of varying affordability levels and protect existing housing and residents. Under CEQA, the 2022 CEQA Guidelines, and the *January 2021 County Environmental Thresholds and Guidelines Manual*, the Program EIR will focus on and address key direct, indirect, and cumulative environmental impacts associated with the proposed Housing Element Update. We would work with the County to prepare an IS to focus the scope of the Program EIR on those resources that

EIR Resources	
◆ Agricultural Resources	◆ Noise
◆ Air Quality	◆ Population & Housing
◆ Biological Resources	◆ Public Services & Recreation
◆ Cultural Resources	◆ Transportation
◆ Energy	◆ Tribal Cultural Resources
◆ Greenhouse Gas Emissions	◆ Utilities & Water Supply
◆ Hydrology & Water Quality	◆ Wildfire
◆ Land Use & Planning	◆ Other CEQA Issues
Other CEQA Issues	
◆ Aesthetics & Visual Resources	
◆ Forestry	
◆ Geology & Soils	
◆ Hazards & Hazardous Materials	
◆ Mineral Resources	

would be materially affected by housing development, consistent with CEQA Guidelines §15063(c)(3). While all resource areas would receive thorough research and technical analysis, issues that would not be significantly affected under existing regulations and requirements would be analyzed as Other CEQA Issues in the EIR. For this proposal, we assume the following resources would need to be addressed due to substantial increases in forecasted housing development in or near existing communities: Agricultural Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Greenhouse Gas Emissions, Hydrology & Water Quality, Land Use & Planning, Noise, Population & Housing, Public Services & Recreation, Transportation, Tribal Cultural Resources, Utilities & Water Supply, Wildfire, and CEQA Mandatory Findings of Significance. Given that the proposed Housing Element Update would guide infill development and redevelopment within and near existing communities, we anticipate the remaining CEQA

Guidelines Appendix G resources could be adequately addressed as Other CEQA Issues in the EIR. For this proposal, we assume that these resources would include Aesthetics & Visual Resources, Forestry Resources, Geology & Soils, Hazards & Hazardous Materials, and Mineral Resources. These resources would receive full analysis as Other CEQA Issues to support the required CEQA Findings.

We understand that the County will defer the rezoning of specific sites as an implementation action of the Housing Element Update following submittal to HCD by February 2023. As discussed with the County, we will prepare a Supplemental EIR that tiers from the Program EIR and analyzes the focused rezones proposed to implement the Housing Element. The Project Description will define the individual sites proposed to be rezoned for housing and will refine the total number and type of housing units at each site, as well as applicable development standards. We anticipate the focused rezones would either allow for increases in allowable density within existing residential zones (e.g., development of up to 5 to 6 stories along Upper State Street/Hollister Avenue), rezones of industrial and commercial areas, and/or conversion of existing agricultural lands (e.g., South Patterson Agricultural Block, San Marcos Urban Agriculture, etc.). The Supplemental EIR will analyze the environmental impacts associated with these proposed rezones and will generally address the same resource areas that were analyzed in the Program EIR.

Our team's approach and methodology for the format and content of the Program EIR and Supplemental EIR are presented below. Each resource area discussion will include the following subsections: *Existing Setting* describes the physical, natural, and human environmental setting that forms the baseline for the impact analysis of the project and alternatives. Local, and as appropriate, state and federal requirements for the resource areas are summarized in *Regulatory Setting*. The thresholds for determining impact significance and the impact analysis methodology are included in *Environmental Impacts Analysis*. The *Proposed Project Impacts*, *Mitigation Measures*, and *Residual Impacts* will subsequently be identified. Each mitigation measure will include a stated condition, along with a mitigation monitoring component including plan requirements, timing, and monitoring responsibility. A statement regarding the impact of the proposed Housing Element Update in conjunction with the implementation of other past, present, and probable future projects will be presented in *Cumulative Impacts*.

"The County has recently awarded consulting contracts to [Wood] given the firm's excellent reputation in the environmental and planning fields...[Wood's] performance on these complex and controversial projects has been extremely effective, timely, and efficient...[Wood's] analyses meet the high-quality expectations of the County and involved stakeholders."

Kevin Drude, Deputy Director, Planning and Development Department, County of Santa Barbara

GENERAL DESCRIPTION OF EIR COMPONENTS

With the general approach described above, the Program EIR and the Supplemental EIR will include the following components:

- **Executive Summary:** The Executive Summary will include a brief Project Description, background information, a brief description of impacts found not to be significant, issues of known public controversy,

a matrix summarizing impacts and mitigation measures, and a discussion of alternatives. As potentially the most utilized portion of an EIR, our team would prepare the Executive Summary in an easily accessible, stand-alone format to clearly and consistently summarize the EIR.

- **Introduction:** The Introduction of the Program EIR will set the stage for the proposed Housing Element Update, the overall purpose and need for the proposed Housing Element Update, the scope of the EIR and its role in decision-making, and a discussion of potential areas of controversy. The Introduction will include a clear purpose and need statement for the proposed Housing Element Update in support of clearly defined objectives. Drawing upon existing data sources, our team will create a clear discussion of the goals, objectives, and fulfillment of needs, introducing the relationship of the proposed Housing Element Update with the Comprehensive Plan and community plans. This section will also build upon the general discussion of CEQA Guidelines §15168 to clarify the use of the Program EIR to streamline future housing site development and the goal to minimize future environmental review. This section would also introduce the overall purpose of the Program EIR, summarize the public review and project approval process, and state standards for adequacy of the EIR, according to CEQA Guidelines §15151.

The Introduction to the Supplemental EIR will reference CEQA Guidelines §15163 and very clearly describe the purpose and scope addressing the focused rezones proposed to implement the Housing Element Update. We will describe the approach to tiering and incorporation by reference under CEQA Guidelines §15152 and §15150, respectively. This will set up the subsequent chapters of the Supplemental EIR for focused discussion related directly to the sites proposed for rezoning, building from and refining the impacts analysis presented in the Program EIR.

- **Project Description:** The Project Description for the Program EIR will contain a description of state housing law, the RHNA process, and the planning process undertaken by the County to create the proposed Housing Element Update. The Project Description will identify objectives as the foundation for potential alternatives. We recognize that a clearly defined set of objectives is central to supporting the alternatives analysis and is thus critical to the EIR's legal defensibility. All components of the proposed Housing Element Update will be described, including the housing inventory and capacity, the proposed housing focus areas, rezones, and suitable sites inventory, and any housing policy or program amendments that would provide opportunities for housing development over the 8-year Housing Element cycle. We will utilize maps and graphics to establish the existing setting, including existing residential uses and communities. Because of the need to strongly link new housing to local and regional transit to reduce VMT and avoid or minimize net new trips, this section will also outline the County's circulation and active transportation system. We will use high-quality maps and graphics to capture proposed changes and depict any proposed adjustments to land use, development standards, and programs proposed to implement the Housing Element Update. We will also describe the relationship of the proposed Housing Element Update relative to the Comprehensive Plan, community plans, and other applicable plans. We will use the Project Description to set the proposed Housing Element Update within the broad framework of Comprehensive Plan goals, policies, and objectives, particularly as they relate to key issues such as neighborhood protection and residential land use and development standards. This section will also describe the likely approval processes for the proposed Housing Element Update.

The Project Description for the Supplemental EIR will detail the proposed focused rezoning. The Project Description will incorporate by reference from the Program EIR for descriptions of state housing law, the RHNA process, and the planning process undertaken by the County to create the Housing Element. The

Project Description will also incorporate by reference the relationship of the Housing Element relative to applicable planning documents. The Project Description will be concise and will make use of tables and high-quality graphics and figures to describe the specific sites rezoned for housing and refines the total number and type of housing units at each site. As previously described, we anticipate the focused rezones would either allow for increases in allowable density within existing zones (e.g., development of up to 5 to 6 stories along Upper State Street/Hollister Avenue), rezones of industrial and commercial areas, and/or conversion of existing agricultural lands (e.g., South Patterson Agricultural Block, San Marcos Urban Agriculture, etc.).

- **Environmental Settings:** The Environmental Setting sections for the Program will provide an overview of the existing physical setting with a focus on key features and known environmental issues. We will utilize photographs, maps, and diagrams to facilitate an understanding of the area's environment, including a description of the regional vicinity along with appropriate planning area maps. Our team would coordinate with County staff to ensure that this baseline accurately reflects known information and conditions.

The Supplemental EIR will incorporate by reference regional and County-wide existing setting descriptions from the Program EIR and focus more specifically on the individual sites that are proposed for rezoning.

- **Regulatory Settings:** The EIR will describe all relevant local, regional, state, and federal regulatory requirements that would be summarized for each resource area in the Regulatory Setting sections, including the RHNA, Comprehensive Plan, Land Use Development Code (LUDC), Montecito LUDC, and Article II Coastal Zoning Ordinance, as applicable, the California Coastal Act, and other local plans and policies relating to housing development and residential land uses.

The Supplemental EIR will incorporate by reference the Regulatory Setting section from the Program EIR and focus on descriptions of new local, state, and/or federal regulations enacted following the certification of the Program EIR. The Supplemental EIR will also provide refined detail on local land use plans and zoning affecting the individual sites that are proposed for rezoning.

- **Methodology:** The Methodology sections, including the overall Program EIR methodology and detailed methodology for each resource area, would thoroughly describe the approach to analysis. The impact analysis methodology may change by resource area as needed to meet the standards in CEQA Guidelines §15151, which guides the preparation of an adequate EIR. Unique approaches, technologies, or study methodologies used to analyze the impacts of individual resource areas would be described in each respective EIR resource section.

The Supplemental EIR will describe the approach to tiering and incorporation by reference under CEQA Guidelines §15152 and §15150, respectively. The resource-specific methodology sections will describe how the technical studies and the programmatic analysis from the Program EIR were considered and will focus the quantitative and qualitative approaches for analyzing environmental impacts associated with the proposed rezoning. In certain circumstances, this may require supplemental technical studies (e.g., analysis of transportation-related impacts to adjacent roadway segments or intersections, supplemental air emissions and noise calculations, etc.).

- **Thresholds of Significance:** Appendix G of the CEQA Guidelines and the *January 2021 Santa Barbara County Environmental Thresholds and Guidelines Manual* will be used as the foundation to establish the

impact significance criteria. We will work closely with County staff to ensure that the Program EIR and the Supplemental EIR reflect the most recent approach to the analysis of key issues, including VMT and criteria air pollutants and greenhouse gas (GHG) emissions. We will confirm all significance thresholds and related items with the County before starting the environmental impact analysis.

- **Environmental Impact Analysis:** The Environmental Impact Analysis sections will evaluate, quantify (as feasible), and describe the impacts of the proposed Housing Element Update compared to the existing setting for all resource areas carried forward for detailed analysis. We will analyze direct and indirect impacts on the construction and operation of housing permitted under the proposed Housing Element Update and disclose the potential level of significance of each impact. We will organize the Environmental Impact Analysis sections to be responsive to key concerns identified during EIR scoping and the applicable CEQA thresholds. The analysis will include local versus regional impacts and short-versus long-term impacts.

The Supplemental EIR will incorporate the findings of the Program EIR by reference and will focus more detailed analysis on the individual sites proposed for rezoning. For example, this will include an analysis of criteria air pollutant emissions and noise impacts on adjacent sensitive receptors, impacts on sensitive biological and known cultural resources, land use compatibility issues, an analysis of potential geometric hazards, etc.

- **Cumulative Impacts:** The Program EIR will assess cumulative impacts in a manner that is consistent with CEQA Guidelines §15130 based either on a list of projects provided by the County or growth projections under the Comprehensive Plan. We will assess the impacts of buildout, development planned in cities (to the extent relevant), and regional planning documents. As stated in the CEQA Guidelines, the nature of each environmental resource being evaluated, and the type and location of the project affect whether it is included in the cumulative analysis. We will assume a future year of 2032 for this long-range planning document and use available information to describe cumulative conditions.

As previously described, the Supplemental EIR will incorporate the findings of the Program EIR by reference and would focus more detailed analysis on the individual sites proposed for rezoning. This approach will likely involve the use of a list of planned, pending, and recently completed projects, to be provided by the County, with the potential to contribute to cumulative impacts within the immediate vicinity of the individual sites proposed for rezoning

- **Mitigation Measures:** Mitigation measures will be developed in coordination with County staff and appropriate agencies for all significant impacts and adverse but insignificant project and cumulative impacts, as appropriate. Each mitigation measure will include a stated condition, policy, action, or development standard, along with a mitigation monitoring component (e.g., plan requirements, timing, and monitoring responsibility). We will build such measures from applicable existing County development standards, conditions of approval, programs, and regulations, including the Comprehensive Plan, community plans, and LUDC, as applicable. Mitigation measures will be designed to reduce potential impacts while being easily incorporated into the regulatory framework of the proposed Housing Element Update and/or as amendments to the Comprehensive Plan and/or LUDC. This approach will ensure mitigation for housing projects associated with the implementation of the proposed Housing Element Update. Our team is experienced in preparing mitigation programs to effectively format and match the

appropriate level of mitigation with the analysis within each resource section. These strategies would ensure maximum utility, clarity, and ease of implementation.

The Supplemental EIR will incorporate programmatic mitigation measures from the Program EIR and will develop additional site-specific mitigation measures, as necessary.

- **Residual Impacts:** After the implementation of mitigation measures, residual impacts will be discussed, and the level of significance identified.
- **Alternatives:** While the RHNA provides the County with a housing allocation, the County is responsible for determining how to meet the RHNA. The alternatives analysis will be critical to aid in addressing public concerns regarding the proposed strategies to accommodate the County's RHNA and to provide adequate and diverse housing to meet local needs.

The alternatives analysis will be developed in coordination with County staff to provide decision-makers and the public with optional approaches to meeting County housing goals, while simultaneously fulfilling the requirements of state law and avoiding or minimizing environmental impacts. Our management team will work closely with County staff to develop no more than five (5) alternatives, including the No Project Alternative, building upon Comprehensive Plan goals and policies, and other development standards in areas of the County planned for housing development. Our team will develop objectives with County staff to frame the introduction to the alternatives analysis to provide a firm basis for identifying reasonable alternatives that fit within the County's existing adopted overarching policy framework. A comprehensive analysis of alternatives may be useful in disclosing potential changes in housing density, housing focus areas, suitable sites, and/or programs and policies to assess changes in impacts related to density, layout, community character, utilities and service systems, public services, and regional VMT. The alternatives analysis may also be used to discuss the differences in the feasibility of obtaining community benefits under differing approaches to accommodate the County's RNHA. Our team's goal will be to present the alternatives in a manner that permits easy comparison of impacts to support review by the County and the public.

Our team will set forth the requirements of CEQA Guidelines §15126.6, which governs the type and range of alternatives that should be considered, and factors that affect the feasibility of such alternatives (e.g., economic viability, site suitability, availability of infrastructure, etc.). We will ensure the alternatives analysis is linked to and supported by the identified project objectives and that a reasonable range of alternatives is provided for consideration. Our team will also provide a set of alternatives considered and discarded from further evaluation, including different approaches to housing development in an alternative location(s). Our team will coordinate carefully with both County staff and our team of subconsultants on critical issues such as changes to Project VMT per capita, VMT per employee, and the relationship between public transit and non-vehicular travel modes.

The Supplemental EIR will also consider no more than three (3) alternatives, including the No Project Alternative. These alternatives will consider tradeoffs on the alternative approaches to rezoning (e.g., increases in allowable density, rezones of industrial and commercial areas, and/or conversion of existing agricultural lands).

- **Mitigation Monitoring and Reporting Program (MMRP):** For both the Program EIR and the Supplemental EIR, we will create a useable MMRP in table format for easy tracking, along with clearly crafted mitigation measures (e.g., responsible party, required timing, relationship to each project,

monitoring milestones, etc.). We have extensive experience translating mitigation into enforceable policies, programs, and actions that can be easily integrated into planning documents. These would be accompanied by clear and realistic goals for implementation, timing, and identification of potential funding sources.

- **References & Technical Appendices:** This section will list source documents, references, and agencies and individuals consulted for the Program EIR. The technical appendices in the Program EIR would include criteria air pollutant and GHG emissions calculations, noise calculations, transportation studies, and energy and water calculations, along with other technical resources developed for the Program EIR, scoping materials, and background information.

As described in further detail below it is anticipated that the Supplemental EIR will tier from the Program EIR, including all technical analyses. However, if potentially significant impacts are identified during the review of the technical studies in the context of the proposed rezoning then focused technical memoranda or technical studies will be prepared to address these issues in more detail.

EIR RESOURCE ANALYSIS

Our team will structure the analysis within the Program EIR to address the overall impacts of the proposed Housing Element Update. The programmatic impact assessment will rely upon the establishment of a clear baseline that allows for the quantification of the increase in housing unit production and the identification of the geographic areas that would undergo future development. Defining a baseline is particularly challenging given the ongoing effects of the COVID-19 pandemic on the local population and workforce. Our team will work with County staff to prepare the proposed Housing Element Update and the associated suitable sites inventory to establish clear and consistent assumptions for use in the EIR. We anticipate that this would involve the use of CDF data and U.S. Census Bureau data and County-maintained data. Similarly, Wood and our subconsultant Fehr & Peers would develop assumptions for the distribution of housing production to input housing units into the SBCAG Regional Transportation Plan / Sustainable Community Strategy (RTP/SCS) travel demand model to analyze the VMT impacts under the proposed Housing Element Update. Our team has recent experience defining similar assumptions for the City of Santa Monica as a part of their 6th Cycle 2021-2029 Housing Element Update.

In addition to the incorporation of existing available resources to prepare the EIRs, our scope of work also includes the preparation of technical analyses to support impact analysis for a range of resources areas, including:

- Detailed air quality analysis and impacts assessment, including emissions modeling for criteria air pollutants and GHGs;
- Desktop review of biological resources, including natural communities, sensitive habitats, protected species, and wildlife corridors;
- Energy demand calculations;
- Utilities and domestic water demand calculations;

- Transportation noise calculations; and
- A Technical Transportation Study evaluating VMT for the Project and no more than five (5) alternatives, including the No Project Alternative, consistent with the CEQA Guidelines.

As these technical studies would directly inform the Program EIR, our team will review the methodology and approach as well as the preliminary findings with the County early in the impact analysis process to ensure a consistent, thorough, and efficient analysis.

The Supplemental EIR will incorporate the findings of the Program EIR by reference while providing a focused analysis of the individual sites proposed for rezoning. As described in further detail below it is anticipated that the site-specific impacts will generally fall within the program-level impacts analyzed within the Program EIR. However, if new or unique potentially significant site-specific impacts are identified during the review of the technical studies in the context of the proposed rezoning, then focused technical memoranda or technical studies will be prepared to address these issues in more detail.

AGRICULTURAL RESOURCES

Santa Barbara County supports over 500,000 acres of productive agricultural land, including extensive areas of grazing land and cultivated agriculture such as strawberries and broccoli in the Santa Maria Valley, vineyards in the Santa Ynez Valley, and orchards and cannabis along the South Coast. Agriculture is a key component of the County's economy, providing tens of thousands of jobs and attracting tourists to visit the County's famed wineries. County goals prioritize agricultural preservation and protection from urban development and adverse influences. As previously described Wood is currently preparing the *Agricultural Enterprise Ordinance EIR*, which considers allowance/permitting of ancillary uses on agricultural lands to supplement income generated by agricultural operations. Depending on the location and intensity of housing development, the Program EIR analysis will consider direct, indirect, and cumulative impacts on agricultural resource values, including the potential for conflicts with agricultural operations and loss of agricultural viability. The analysis will also consider the relationship between Williamson Act contracts and agricultural resource policies, including the County's Uniform Rules. Mitigation measures to protect agricultural resources and ensure consistency with the County's goals and policies would be developed to address any potential impacts.

The Program EIR will assess buildout under the suitable sites inventory and programmatically assess the suite of policies and programs that would enable the production of housing of varying affordability levels while protecting existing housing and residents. In contrast, the Supplemental EIR will assess the potential impacts of the focused rezones proposed to implement the Housing Element Update following submittal to HCD in February 2023. Based on our discussions with County Planning & Development staff, we understand that the County will be considering options that involve the conversion of agricultural lands, particularly along the South Coast near existing cities (e.g., West Carpinteria Valley and Eastern Goleta Valley). It is anticipated that the alternatives analysis will weigh up alternative approaches, including increases in allowable density as well as rezoning commercial and industrial uses.

AIR QUALITY & GHG EMISSIONS

Wood's team will document the existing climatic and air quality conditions in Santa Barbara County, relevant SBCAPCD, state, and federal regulatory standards and thresholds, and attainment/non-attainment pollutants for the South Central Coast Air Basin (Basin). The proposed Housing Element Update would result in additional emissions during construction activities and during operation from vehicles and energy/water demands. The Program EIR would provide an up-to-date description of the current regulatory setting regarding GHG emissions and climate change and assess consistency with AB 32, SB 32, SB 375, State Attorney General, Office of Planning and Research and Climate Action Team recommendations, the County's Comprehensive Plan and Climate Change Vulnerability Assessment, and other recent state and federal regulations and standards. We will provide programmatic information on net new vehicle trip generation estimates provided in the Technical Transportation Study and available programmatic information on stationary source emissions. Based on available data, Wood's air quality and GHG specialist will prepare programmatic criteria pollutant and GHG emissions calculations to inform the impact analysis using the latest edition of CalEEMod. We will quantify direct (increased traffic and construction equipment) and indirect (electrical power generation) emissions for temporary construction and ongoing operational emissions. GHG emissions would be calculated individually and collectively as carbon dioxide equivalent (CO₂e) from construction activities and operational emissions. Our team will also assess the consistency of the proposed Housing Element Update with regulations and policies, including the County Comprehensive Plan and the Air Quality Attainment Plan, as well as draft the Climate Action Plan and other applicable GHG policies as required by the County.

The Supplemental EIR will incorporate the findings of the air quality and GHG analysis by reference and consider whether the proposed rezoning program would result in substantial changes to the analysis. For example, the Supplemental EIR will consider each site proposed for rezoning, potential sensitive receptors in the vicinity, and changes in mobile emissions as compared to the programmatic analysis. However, based on HCD direction for the proposed Housing Element Update, and initial input from County Planning & Development staff, it is anticipated that the proposed rezones would occur near existing transit or existing transportation corridors (e.g., adjacent to proposed freeways), reducing the potential for substantial changes in mobile emissions as a part of the focused rezones.

BIOLOGICAL RESOURCES

The County supports a wide range of habitats, including oak (*Quercus* spp.) and riparian woodlands, chaparral and coastal sage scrub, vernal pools, native grasslands, and coastal wetlands that support dozens of special status or sensitive species. These include both rare wildlife species such as the California tiger salamander (*Ambystoma californiense*), southern steelhead (*Oncorhynchus mykiss*), arroyo toad (*Anaxyrus californicus*), and many other species, along with rare plants such as the Gaviota tarplant (*Deinandra increscens* ssp. *villosa*). Although these resources tend to be most intact in the rural areas, urban communities can also support intact habitat areas and sensitive species. Housing development may cause

direct or indirect impacts on natural communities, sensitive species or habitats, or wildlife corridors, which would require a special review of the existing biological setting and applicable state and local regulations. The Program EIR's biological resource analysis will be based largely on desktop research using tools such as the California Natural Diversity Data Base (CNDDDB), National Wetlands Inventory (NWI) maps, habitat maps (e.g., Environmentally Sensitive Habitats [ESH] maps in Coastal Zone), or other data from adopted general and community plans, as well as regional plans or state and federal data.

The Supplemental EIR will incorporate the programmatic desktop biological resources analysis by reference and consider site-specific biological resources that may be affected by the proposed rezoning program. This will include a review of any applicable previously prepared biological resources technical reports or other environmental studies as well as one-day site-specific field visits to briefly confirm conditions on the ground.

CULTURAL & TRIBAL CULTURAL RESOURCES

Santa Barbara County supports a rich assemblage of cultural resources, including hundreds of known pre-historic archaeological sites, historic structures and districts, a high potential for unknown subsurface pre-historic and historic resources, as well as potential tribal cultural resources. The cultural resource section of the Program EIR will be based on desktop research using tools such as the County's database and maps of cultural resources, local and state agency lists of historic structures, or other data from local and regional plans or state and federal data. Based on the policies and programs of the proposed Housing Element Update, receipt of comments on the NOP, consultation performed under AB 52 and SB 18, and input from the County and key stakeholders, our team would identify programmatic impacts on both pre-historic and historic resources, as well as tribal cultural resources.

The Supplemental EIR will incorporate the programmatic desktop cultural resources analysis by reference and consider site-specific cultural resources that may be affected by the proposed rezoning program. This will include a review of the California Historic Resource Information System (CHRIS) at the South Central Coast Information Center (SCCIC) to identify existing historic resources for individual sites and the immediate vicinity that have a potential for cultural resource impacts based on the Program EIR. These records – along with information provided by the Native American Heritage Commission and the Native American tribes – will be used to determine the potential for cultural and tribal cultural resources to occur on the sites proposed for rezoning.

ENERGY

Southern California Edison (SCE) and Pacific Gas and Electric (PG&E) provide electricity to the County and Southern California Gas Company (SoCal Gas) provides natural gas. The CEQA Guidelines require that EIRs include a discussion of the potential energy impacts of proposed projects, with emphasis on avoiding or reducing inefficient, wasteful, and unnecessary consumption of energy. Buildout under the Housing Element Update would involve increased energy consumption from residential buildings (i.e., heating, cooling, and appliances) and mobile sources (i.e., vehicle trips). During construction, energy resources,

including fuel, electricity, and natural gas, would be required as well. To assess energy issues related to the proposed Housing Element Update, our team will investigate the energy availability and demand associated with housing development, including energy diversity and options for alternative energy sources. We will review and compile information from existing plans and studies and describe existing energy infrastructure and services and any shortfalls or inadequacies in existing infrastructure or services. We will quantify the energy demands associated with the proposed Housing Element Update, including estimates of electricity, natural gas, and fuel. Our team will estimate energy demands for envisioned housing projects using consumption factors from the California Energy Commission's (CEC's) California End-Use Survey (CEC 2006) and outputs from CalEEMod (refer to Air Quality & GHG Emissions). The analysis will determine whether the proposed Housing Element Update would have impacts from a wasteful, inefficient, or unnecessary consumption of energy resources. Mitigation measures may be identified as needed to address impacts associated with disruptions in service and energy inefficiency, including LEED® certification, the provision of electric vehicle charging stations, rooftop solar systems, environmentally sustainable plumbing, drought-tolerant landscaping, permeable pavement, etc.

The Supplemental EIR will quantify energy demands for the focused rezone sites and assess impacts relative to the Program EIR, including clarifying or specifying site-specific mitigation measures, if needed.

GEOLOGY & SOILS

Santa Barbara County includes multiple types of geological hazards, including dozens of on and offshore faults that can cause fault rupture or ground shaking, steep slopes with potential for rockfall and landslides, and soil constraints such as expansion, contraction, or collapse. Although the South County tends to support a higher level of geologic hazards than the North County, such hazards occur countywide. As previously described it is anticipated that the potential impacts on geology and soils resulting from housing development could be screened out from detailed analysis as a part of the scoping process. Nevertheless, the Program EIR will briefly address geology and soils in the Other CEQA Chapter. This discussion will be based on desktop research using tools such as the County's Seismic Safety Element, Alquist-Priolo Fault Maps, Dibblee Geologic Maps, Natural Resource Conservation Service Soils maps, and other readily available geologic databases and maps, including state and federal data. Our team will describe the existing regulations that address geotechnical impacts such as the California Building Code.

HAZARDS & HAZARDOUS MATERIALS

Santa Barbara County has a wide range of potential hazards, including contaminated soils from past uses, older buildings with potential asbestos, lead-based paint, and mold, and transportation hazards such as heavy rail and airport operations. As with geology and soils, it is anticipated that the potential impacts of hazards and hazardous materials could be screened out from detailed analysis as a part of the scoping process. Nevertheless, the Program EIR will briefly address hazards and hazardous materials in the Other CEQA Chapter. The hazards and hazardous materials discussion will be based on desktop research using tools such as hazardous materials databases (e.g., Envirostor, Envirofacts, County Fire Department records),

Department of Toxic Substance Control (DTSC) database, past EIRs, etc. Our team will describe the existing regulations that address existing contaminated sites as well as procedures for addressing previously unknown contaminants during any ground disturbance.

HYDROLOGY & WATER QUALITY

Santa Barbara County supports three river or large stream systems, including the Santa Ynez River, Santa Maria River, and San Antonio Creek, along with hundreds of perennial and intermittent creeks and both coastal and inland wetlands. These rivers and creeks present flood hazards in low-lying rural areas, as well as provide important aquatic habitats that are dependent upon clean water to support associated wildlife and other beneficial uses. Flooding in urbanized areas is generally controlled through devices and management provided by the County Flood Control and Water Conservation District (Flood Control). The Hydrology and Water Quality section of the Program EIR will be based on desktop research using tools such as Federal Emergency Management Agency (FEMA) Floodplain maps, County Flood Control data, County Project Clean Water information, and other readily available databases and maps, including state and federal data. Our team will identify potential impacts associated with hydrology, including both flooding and water quality impacts. Groundwater supplies and quality will also be addressed. The will contain relevant flooding and water quality and supply information and/or links to agency websites.

The Supplemental EIR will incorporate the programmatic desktop analysis by reference and consider site-specific hydrological resources including surface water features, floodplains, and groundwater.

LAND USE & PLANNING

Land use and development are governed by a range of County plans and policies, including the 1980 Land Use Element and Community Plans, the amended 1980 Circulation Element, the 2015-2023 Housing Element, and a range of County and state regulations and ordinances. Land use conflicts that can arise in the County relate primarily to agriculture, recreation, noise, odors, dust, light and glare, transportation associated with VMT, level of service (LOS) / congestion, safety, and accessibility. We will work closely with County Planning & Development staff during the kick-off process to ensure a clear understanding of key policy issues to be addressed in the Program EIR. In particular, we will address potential policy consistency issues regarding land use compatibility, resource preservation, road geometrics and safety, and other land use issues of possible community concern while acknowledging the Comprehensive Plan's priority for open space, agriculture, and rural character. The land use planning analysis will assess related impacts and consistency with adopted policies. Results of the Technical Transportation Study would be incorporated as needed into this policy consistency analysis.

The Supplemental EIR will address policy consistency issues – including consistency with the 2024-2032 Housing Element – and land use compatibility issues related to the proposed rezoning. This will include an analysis of areas adjacent to the sites proposed for rezoning.

NOISE

Unincorporated communities in the County generate a range of noises, including ambient transportation noise to construction noise, but generally maintain an acceptable noise environment (i.e., below 65 A-weighted decibels [dBA] outdoors; below 45 dBA indoors). In contrast, the County's rural area is generally quiet, though agricultural operations generate noise, including equipment, employment, and visitors. The proposed Housing Element Update has the potential to introduce new noise-generating uses, including vehicle travel and construction noise. The Program EIR will analyze noise based on desktop research using tools such as the Comprehensive Plan and community plans, recent EIRs, Airport Land Use Plans, available California Department of Transportation (Caltrans) data, and adopted noise standards. Our team will identify programmatic noise and groundborne vibration impacts associated with construction activities to compare against noise standards. Changes in roadway noise levels and groundborne vibration levels will be calculated using previously modeled vehicle operations and associated noise levels, adjusted using average daily trip (ADT) volumes provided by Fehr & Peers for the Existing Baseline (2022), Future (2032) With Project, and Future (2032) No Project Scenarios.

The Supplemental EIR will incorporate the findings of this programmatic noise analysis by reference and consider whether the proposed rezoning would result in substantial changes to the noise analysis. In particular, the Supplemental EIR would focus on potential construction-related noise and groundborne vibration impacts on surrounding sensitive receptors, as well as operational noise and groundborne vibration impacts on affected roadway segments from increased vehicle trips.

POPULATION & HOUSING

The County is geographically diverse with over 450,000 residents living in different cities and unincorporated communities that range dramatically from large suburban communities such as Orcutt and Eastern Goleta Valley to small rural towns such as Sisquoc, Los Olivos, and Los Alamos. The majority of County residents live in urban areas with approximately 309,226 (68.7 percent) of County residents living in the eight incorporated cities and 140,858 (31.3 percent) residing in unincorporated communities and rural areas (U.S. Census 2019). The County's population is projected to increase through 2050 by 13.2 percent, a total increase of approximately 45,875 residents (U.S. Census 2019; SBCAG 2018). This growth will drive housing demand, including the total units and affordability ranges targeted for the proposed Housing Element Update. The Program EIR would evaluate the population and housing in the state and the County to disclose what effect the proposed Housing Element would have on growth projections. The Supplemental EIR will incorporate this analysis by reference and discuss to what extent the proposed rezoning program would affect growth projections, with a refined discussion on the specific areas of the County that would experience population growth.

PUBLIC SERVICES & RECREATION

Public services provided by the County include fire and police protection services, libraries, and parks, which provide recreation resources for residents and visitors. Over time, housing created through the

implementation of the proposed Project would substantially increase the demand for public services. The Program EIR will estimate increases in demand for fire, law enforcement, libraries, and schools from substantial population increase associated with the proposed Project in different communities. Our team would work closely with the County Fire Department to understand potential impacts to fire response services and equipment to adequately serve increased densities. Public parks, recreation, and open space would continue to be provided and, by its nature, the Housing Element would not expressly address additional parkland. To address potential impacts on Public Services and Recreation, we will summarize the status of existing public services provided in the County, and any ongoing fiscal or facility issues associated with the provision of such services. These will include police, fire, parks, libraries, and schools, with attention to the existing enrollment status of schools that would serve new populations and assessment of parkland acreages to determine the adequacy of park ratios. We will identify increases in demand for public services for both cumulative growth and potential housing development, including a review of law enforcement and fire staff levels and existing facilities and equipment with a more detailed assessment of the potential for increases in enrollment at area schools and increased demand for park and recreational services. This analysis will include personal communications with public service providers to understand the potential impacts of the proposed Housing Element Update on their facilities, operations, and service ratios. These issues will be explored in more detail at the local level in the Supplemental EIR as they related to the individual sites proposed for rezoning.

TRANSPORTATION

The County supports a diverse transportation network, including regional freeways such as U.S.101, State Highways (State Route 1, 154, and 246), and local roads in both urban and rural areas of the County. Public transit service, pedestrian, and bicycle facilities are present in virtually all communities in the County, although these become much less prevalent in the more rural lands. Many roads have incomplete or no pedestrian and bicycle facilities and lack safe links within urban communities. New housing throughout the County would create new vehicular trip generation, VMT, possible safety hazards associated with increased traffic and pedestrian or bicycle use, and limited increases in demand for active transportation linking these new facilities to the communities. To address potential transportation impacts, our team will assemble existing data related to transportation facilities in the County, as well as a comprehensive assessment of applicable circulation plans, policies, ordinances, and programs, including regional plans (e.g., Regional Transportation Improvement Plan, bicycle master plans, long range transit plans), the County's Circulation Element and community plans, and capital improvements plans, and confer with agency staff regarding both near-term and long-term improvements. Our impacts evaluation will include a policy consistency analysis of the Project relative to applicable circulation plans and policies, as well as an evaluation of potential VMT impacts, geometric hazards, and evacuation/emergency access in the rural agricultural areas potentially affected by the proposed Housing Element Update.

To support this analysis, Fehr & Peers will provide a Technical Transportation Study to guide the Program EIR's VMT analysis and refine mitigations that would help to reduce the potential for significant transportation

impacts of the proposed Housing Element Update and no more than five (5) alternatives, including the No Project Alternative. The study will analyze VMT based on the methodologies and transportation impact thresholds contained in the *January 2021 Santa Barbara County Environmental Thresholds and Guidelines Manual*. The new travel demand forecasting model developed by the SBCAG as part of the Connected 2050 RTP/SCS will be used for the VMT analysis. Our team will incorporate the proposed housing units into the SBCAG RTP/SCS travel demand model to analyze the VMT impacts of the proposed housing sites. The model outputs will be used to estimate Home-Based VMT per capita in unincorporated Santa Barbara County under baseline conditions and with the proposed Housing Element update. In addition, the housing opportunity sites that meet VMT screening based on their location in a low VMT area and/or in a transit priority area (TPA) will be illustrated in a figure and documented.

Further, the *January 2021 Santa Barbara County Environmental Thresholds and Guidelines Manual* requires transportation studies to estimate LOS changes from projects to inform transportation planning. While LOS is no longer a basis for CEQA impacts, the Technical Transportation Study will include an analysis of roadway segment and intersection capacity to indicate where the Project may cause policy inconsistencies with the Circulation Element (i.e., LOS C) and where transportation planning and improvements may be needed to accommodate new housing over the 8-year housing cycle. Our team will analyze up to 30 roadway segments and 10 intersections (40 locations total). We would purchase daily traffic counts for up to 30 roadway segments and 10 intersections using StreetLight Data. This approach would allow current (2022) or pre-pandemic (2019) traffic count data to be used for existing conditions. We will develop daily traffic volume forecasts for the studied roadway segments and intersections in the County using the outputs from the SBCAG RTP/SCS model. We will then compare the traffic volumes to the County's criteria for LOS C operations. The results of the operational analysis will be available to the County and EIR team to inform long range planning and the land use policy consistency analysis provided in the Program EIR. (If requested, additional roadway segments could be added to the scope of work for a cost of \$1,000 each and intersections could be added for a cost of \$2,500 each.)

Based on the analysis of plan/policy consistency, VMT analysis, and geometric hazard assessment, we would prepare a programmatic impact assessment using the County's adopted VMT calculation procedures and impact thresholds.

The Supplemental EIR will incorporate the findings of the programmatic transportation analysis by reference and would focus on the sites proposed for rezoning. Fehr & Peers would review the proposed rezoning program in the context of the Program EIR and determine whether any of the proposed rezones would have the potential to substantially change the conclusions of the programmatic analysis. If requested or otherwise necessary, the analysis of additional roadway segments could be added to the scope of work for a cost of \$1,000 each and intersections could be added for a cost of \$2,500 each. Finally, our team would also consider potential geometric hazards associated with each of the sites proposed for re-zoning.

UTILITIES & WATER SUPPLY

The County is served by water, wastewater treatment, and solid waste management systems. The proposed Housing Element Update would increase water demand and generate wastewater requiring treatment and solid waste requiring landfill disposal. The County's domestic water is supplied from groundwater withdrawal, storm runoff collected in reservoir systems (e.g., Lake Cachuma), the State Water Project, and recycled water. Water suppliers include the Santa Barbara County Water Agency, Carpinteria Valley Water District, Goleta Water District, Montecito Water District, Golden State Water Company, La Cumbre Mutual Water Company, and others. Sanitation districts providing wastewater management and treatment include the Carpinteria Sanitary District, Goleta Sanitary District, Goleta West Sanitary District, Laguna County Sanitation District, Montecito Sanitary District, and Summerland Sanitary District. Marborg Industries provides solid waste hauling services to Tajiguas Landfill on the Gaviota Coast. To assess utility issues associated with the proposed Housing Element Update, our team will review and compile information from existing plans and studies, including any recently updated documents such as Urban Water Management Plans, Water Supply and Reliability Plans, Water Supply Assessments, Water Supply Management Reports, Water Conservation Strategic Plans, Water Shortage Contingency Plans, and Groundwater Sustainability Plans. We will work closely with County staff to acquire current data about water availability, sewer capacity, and the condition of existing infrastructure, including coordinated outreach to public agencies. We will describe existing utility infrastructure and service capacity in the County with attention to key housing focus areas and potentially suitable sites. We will estimate the net change in water consumption, wastewater generation, and solid waste management demand to serve housing development based on available duty/demand factors and coordination with County staff. We will prepare a Water Supply Assessment (WSA) for the proposed Housing Element consistent with SB 610 (Guidebook for Implementation of SB 610 and SB 221 of 2001 [California Department of Water Resources 2003]). The WSA will analyze water demand generated by the potential additional units and assess available supplies, including the anticipated change to all local water sources (i.e., groundwater and recycled water). Our team will assess the consistency of the proposed Housing Element Update with County goals for water self-sufficiency. We will identify any shortfalls or inadequacies in existing infrastructure or services, particularly the adequacy of existing water and sewer lines and treatment/pumping facilities serving the County. These issues will be explored in more detail at the local level in the Supplemental EIR as they related to the individual sites proposed for rezoning.

WILDFIRE

The County supports large areas that are exposed to high wildland fire hazards, particularly in the "chaparral-urban interface" between wildland vegetation and adjacent urban development. The Santa Ynez Mountains and other wildland areas are subject to dry conditions during fire season, seasonal 40 to 50 mile per hour winds, and high temperatures of over 90 degrees that contribute to a much higher threat of wildfire year-round. As such, much of the County is located within an area designated as subject to high fire hazards – Very High Fire Hazard Severity Zone by CALFIRE. The proposed Project could introduce housing in vulnerable areas such as the wildland-urban interface (WUI) and increase housing densities in some places

that would create new vulnerable populations. The proposed Housing Element Update would increase residential uses that may require defensible space and other fire resiliency techniques. Our team will identify wildfire impacts, including the increased potential for ignition if any. As previously described this analysis will include personal communications with public service providers to understand the potential impacts of the proposed Housing Element Update on their facilities, operations, and service rations.

V. PROPOSED SCHEDULE

We have prepared a strategically aggressive schedule to complete the Draft and Final Program EIR before the County's target date of February 13, 2023. The detailed schedule below provides milestones for key deliverables and durations for each task, including a review by County and Wood staff. We understand that the proposed Housing Element Update will be under development by the County through the summer of 2022 and expect the EIR to be prepared concurrent and iteratively to help attain the County's HCD submittal deadlines. Assuming the Program EIR process kicks off in May 2022, we anticipate the release of the NOP in June 2022 and the completion of the technical reports and the Administrative Draft Program EIR at the end of September 2022. This would permit completion of the Draft Program EIR by October 2022 and the Final Program EIR by February 2023. This schedule permits time for public and stakeholder responses during scoping and Draft Program EIR review. Wood's preliminary schedule would deliver the Program EIR expeditiously and permit flexibility to respond to decision-maker concerns and direction. We are committed to meeting the County's scheduling needs and to working with County staff to ensure that these goals are met.

We anticipate the preparation of the Supplemental EIR beginning in March 2023 and finishing in December 2023. However, the schedule for this Supplemental EIR would be subject to change and refinement based on County direction. For example, at least some of the Supplemental EIR tasks could be completed concurrently with the Program EIR (e.g., existing setting descriptions, etc.) provided that the County can provide early identification of sites proposed for re-zoning.

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 \$563,098.
- 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 in the table below. Invoices submitted for payment that are based upon the table below 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 DESIGNATED 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 in the table below shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Percentage of Total Contract Amount	Milestone Description	Maximum Amount Chargeable
4%	Task 3: Draft EIR Project Description and Concept Alternatives	\$20,820
41%	Task 4: Administrative Draft Program EIR	\$234,261
3%	Task 5: Draft Program EIR	\$15,905
8%	Task 6: Administrative Final Program EIR	\$44,241
2%	Task 7: Final Program EIR	\$10,239
22%	Task 8: Draft Supplemental EIR	\$123,988
5%	Task 9: Final Supplemental EIR	\$30,773
5%	Task 10: Meetings/Hearings & Project Management	\$27,321
10%	Contingency, upon written approval by COUNTY	\$55,550
TOTAL		\$563,098

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.

- C. 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 Environmental Contractors and/or Consultant 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 \$2,000,000 per occurrence and \$4,000,000 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. **Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions:** applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

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 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.