

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Rincon Consultants with an address at 1530 Monterey Street, Suite D, San Luis Obispo, CA 93401 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

John Zorovich at phone number (805) 934-6297 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Richard Daulton at phone number (805) 547-0900 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To COUNTY:	John Zorovich County of Santa Barbara Planning & Development 123 E. Anapamu St. Santa Barbara, CA 93101 (805) 934-6258 (Fax)
To CONTRACTOR:	Richard Daulton Rincon Consultants Inc. 1530 Monterey Street, Suite D San Luis Obispo, CA 93401 (805) 547-0901

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 November 5, 2014 and end performance upon completion, but no later than December 31, 2015 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. 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. SUBCONTRACTOR

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 labeled 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 CHANGES

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

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.

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

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

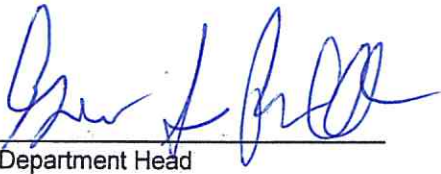
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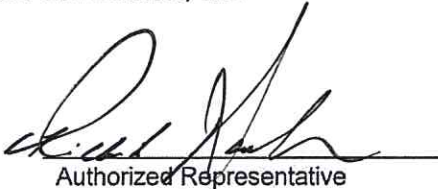
RECOMMENDED FOR APPROVAL:

Planning & Development

CONTRACTOR:

Rincon Consultants, Inc.

By: 
Department Head

By: 
Authorized Representative

Name: RICHARD DAULTON
Title: PRINCIPAL

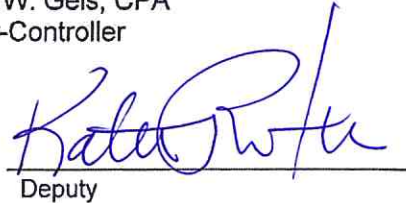
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

ATTACHMENT A-1: Scope of Work and Cost Estimate to Prepare a Environmental Impact Report for the Rancho La Laguna project is incorporated herein by reference. The Proposal describes the Environmental Impact Report scope of work which includes the following: project description and environmental setting, Administrative Draft Environmental Impact Report, Draft Environmental Impact Report, meetings and public hearings, Final Environmental Impact Report, schedule and deliverables, Environmental Impact Report cost and billing arrangement.

Richard Daulton, Chris Bersbach, Jennifer Turner, Karen Holmes, Colby Boggs, Megan Jones, Kevin P. Hunt, Michael Tom, Walter Hamann shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of CONTRACTOR's Designated Representative, as stated in Section 1 of the Agreement.

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

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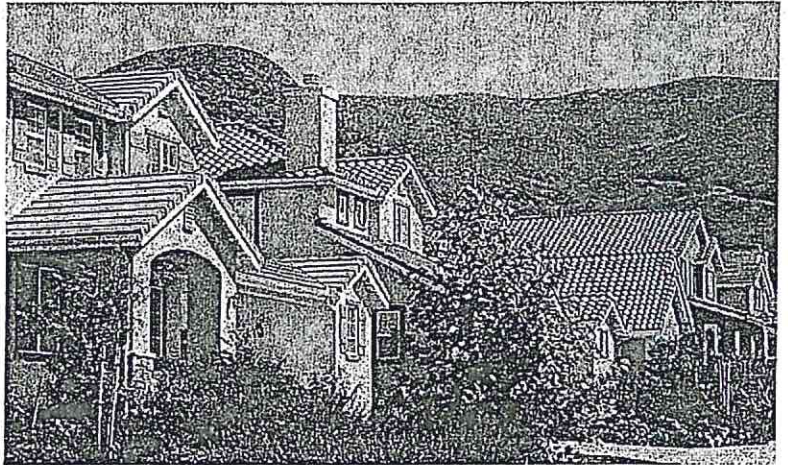
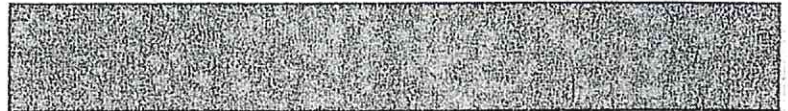
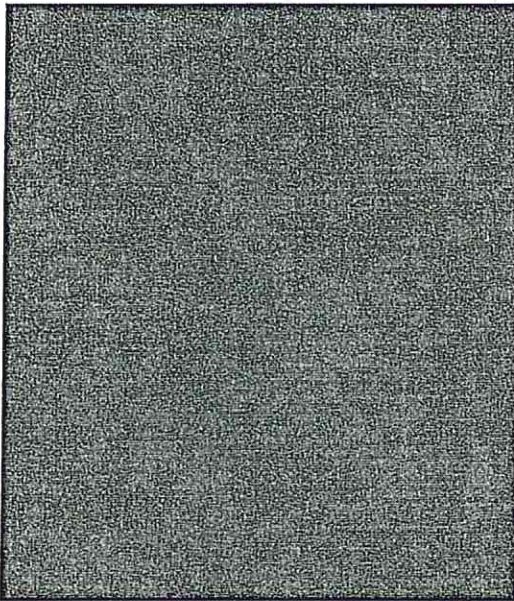
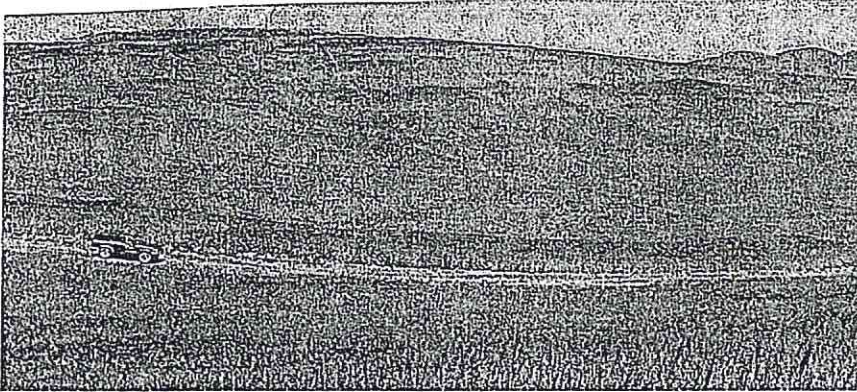
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ATTACHMENT A-1



Proposal to Prepare

Rancho La Laguna 13-lot Subdivision
(APNs 133-080-026, -036 & -037); Project Case #: 06TRM-00000-00002
Environmental Impact Report

Rincon Consultants Inc.
August 11, 2014

Submitted to:
County of Santa Barbara
Planning and Development Department
624 W. Foster Road, Suite C
Santa Maria, California 93455



Rincon Consultants, Inc.
1530 Monterey Street, Suite D
San Luis Obispo, California 93401

805 547 0900
FAX 547 0901

info@rinconconsultants.com
www.rinconconsultants.com

May 30, 2014 (Revised August 11, 2014)
Project Number 10-67130

John Zorovich, Planner
Santa Barbara County Planning and Development
624 W. Foster Road, Suite C
Santa Maria, California 93455

Subject: Proposal to Prepare an Environmental Impact Report (EIR) for the Rancho La Laguna 13-lot Subdivision (APNs 133-080-026, -036 & -037); Project Case #: 06TRM-00000-00002

Dear Mr. Zorovich:

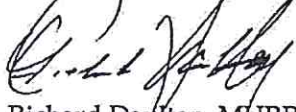
Rincon Consultants, Inc. is pleased to submit this proposal to prepare an EIR for Rancho La Laguna Project. We are enthusiastic about the opportunity to work with the County on this project, and believe that our team is uniquely qualified for this assignment.

The team that will be assigned to this project has extensive experience preparing EIRs on a broad range of projects in Santa Barbara County and particularly-relevant experience with housing projects in the Northern County area. Our recent completion of several high-profile EIRs for Santa Barbara County in the project area provides us unique insight on the key concerns of the County and local community stakeholders regarding this project. We believe that this proven track record in the project area and our experience on similar projects will be key factors in the successful accomplishment of the County's objectives for this assignment.

In addition to our technical knowledge and familiarity with the project area, our problem-solving approach to the CEQA process will help to ensure that the EIR not only fulfills legal requirements of CEQA, but also serves as a useful planning tool for both decision-makers and the community.

We appreciate your consideration of Rincon Consultants for this project and would welcome the opportunity to meet with you to discuss any of the elements of this proposal in greater detail.

Sincerely,
RINCON CONSULTANTS, INC.



Richard Daulton, MURP
Principal



Stephen Svete, AICP, LEED AP ND
Vice President

Proposal to Prepare

**Rancho La Laguna Project
Environmental Impact Report**

County of Santa Barbara

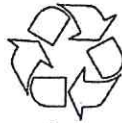
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Attachments:

- Resumes
- Fee Schedule





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1.0 INTRODUCTION

Rincon Consultants, Inc. is pleased to submit this proposal to assist the County of Santa Barbara (County) with the preparation of an Environmental Impact Report (EIR) for the Rancho La Laguna Project. We have assembled an outstanding team that brings together expertise in CEQA and each of the technical environmental areas necessary to prepare a thorough analysis of the proposed project, and develop mitigation measures that are feasible and effective.

This proposal describes our general understanding and approach to this assignment; our proposed methodology for each issue area; personnel and management qualifications; firm qualifications; and our proposed cost and schedule. We believe that you will find our approach highly effective in addressing the County's requirements for thorough review of the Rancho La Laguna Project.

The EIR will include the review and clear identification of baseline conditions. The analysis will also include professional peer review of existing studies and project plans. Preparation of additional technical studies will be required (as identified herein) and the findings from these reports will be incorporated into the EIR analysis.

1.1 UNDERSTANDING OF THE PROJECT

1.1.1 Project Summary

The project site, a 3,950.75-acre property in rural north Santa Barbara County (APN 133-080-026; 133-080-036 & a portion of 133-080-037), is located approximately seven miles northeast of the Town of Los Alamos, and immediately northeast of the Alisos Canyon Road/Foxen Canyon Road intersection. The site is designated Agricultural Commercial by the County's Comprehensive Plan and is zoned AG-II-100, which is an agricultural district with a 100-acre minimum parcel size governed by the County's Land Use and Development Code (LUDC). Surrounding lands have a similar agricultural designation. The easterly portion of the site is bisected by Zaca Road. The site is primarily used as grazing land, but approximately 563 acres are in crop production. In addition, the site contains two barns, a farm employee dwelling, a cabin and a shop used in support of on-site agricultural operations. Existing structures total approximately 12,712 square feet.

The project consists of a Tentative Tract Map application to subdivide the subject property into thirteen (13) parcels ranging in size from 160.01 acres to 604.73 acres. Each of the proposed parcels has a designated building envelope (RDE). All future residential uses would be confined to the RDEs. Access roads to the RDEs would be private drives from Foxen Canyon Road. Most of these access drives currently serve as farm roads, but they would require grading to meet County access requirements relative to width and slope. It has been estimated that 23,023 cubic yards of grading would be required for the access roads, include retaining walls up to 12 feet high on proposed Lot 10. In addition, an estimated 10,997 cubic yards of excavation would be required for the installation of proposed water cisterns.



Following is a breakdown of proposed lot acreage:

**Table 1
 Proposed Lot Sizes (acres)**

Proposed Lot 1	202.16 (197.62 net)	Proposed Lot 8	259.01 (259.01 net)
Proposed Lot 2	166.42 (161.79 net)	Proposed Lot 9	438.44 (438.44 net)
Proposed Lot 3	166.41 (163.06 net)	Proposed Lot 10	596.84 (596.84 net)
Proposed Lot 4	191.63 (191.07 net)	Proposed Lot 11	428.80 (428.80 net)
Proposed Lot 5	160.01 (160.01 net)	Proposed Lot 12	369.07 (369.07 net)
Proposed Lot 6	161.23 (161.23 net)	Proposed Lot 13	604.73 (600.75 net)
Proposed Lot 7	206.00 (206.00 net)		
Existing Parcel = 3,950.75 (3,933.69 net)			

There are fourteen (14) existing wells on the subject property, two of which are highly productive. Well #13 is located on proposed Lot 12 has the ability to produce 2,000 gallons per minute and Well #14, located on proposed Lot #4, has the ability to produce 1,200 gallons per minute. The applicant proposes two shared water systems, one for domestic use and one for agricultural use. Shared water agreements would give each Lot owner an equal right to each of the shared water systems. Wells #13 and #14 would be used to supply the two shared water systems. Well #14 alone would serve the needs of the shared domestic water system, which are minor compared to the agricultural water needs. Wells #13 and #14 would supply the shared water system for agricultural use. There are fifteen (15) existing agricultural water storage tanks on the property. The irrigated crops receive drip irrigation by gravity flow from these existing storage tanks. Each of the proposed RDEs would be served by a private on-site septic system, as no public sewer is available in the project area. Percolation testing has been performed in all of the RDEs and all are feasible, ten (10) with leach lines and three (3) with dry wells.

Based on thresholds that have been adopted by the County, the existing parcel is viable for grazing and it is viable for crop production. Because of the agricultural designation of the property, a subdivision must result in new parcel that are also viable for agricultural use. Using the weighted point system contained within the adopted thresholds document, County staff determined that each of the proposed parcels would not be independently viable for grazing but that they would be independently viable for crop production. Based in part on this determination, the County prepared and circulated a Draft Initial Study and public comments were received, essentially arguing that the County's weighted point system is inadequate. The County determined that these public comments raised a fair argument based on the substantial evidence and that further analysis is therefore required in the form of an Environmental Impact Report (EIR).

1.1.2 Supporting Technical Reports

In support of the project, several technical reports have been prepared to date:

- Phase I Cultural Resource Investigation, Dudek, February 2014
- Rincon Corp. Real Estate/Economic Viability Assessment, February 26, 2010



- Water System Design Report, MNS, April 2008
- Biological Impact Analysis, Padre Associates, Inc. June 2007, Revised May 2008 & June 2009
- Initial Field Assessment for CTS, VJS Consulting, (May 2008)
- Status of Agricultural Pond, VJS Consulting, (May 2010)
- Wetland Delineation Report, Entrix, (April 2010)
- Ag Viability and Rangeland Assessment, Orrin Sage, September 2007 & Follow-up Site Visit, September 28, 2009
- Vineyard Suitable Acreage Calculation, Mesa Vineyard Management, Inc., (Feb. 2010)
- Phase I Archaeological Survey and Resource Assessment, Western Points Archaeology, April 2007
- On-Site Septic Systems Perc. Test Reports for all RDEs, MNS, July 2006
- Water Well Completion Report, Adam Simmons, July 6, 2006
- Least Bell's Vireo Habitat Assessment on Rancho La Laguna, Cardno Entrix, June 2014

These studies will be critically peer-reviewed by the consultant team and incorporated into the EIR as appropriate.

1.1.3 Previous Environmental Review

No document prepared pursuant to the California Environmental Quality Act (CEQA) has been certified or adopted for the proposed project. However, as noted above, County staff did prepare and circulate an Initial Study/Draft Mitigated Negative Declaration (IS-MND). The County determined that public comments received during review of the Draft IS-MND presented a fair argument based on substantial evidence that the project could have a significant adverse impact on the environment. The County therefore determined that an EIR is required. Much of the information and analysis from the Draft IS-MND can be used to inform the EIR analysis but the data will have to be independently reviewed and verified.



2.0 QUALIFICATIONS

2.1 FIRM OVERVIEW

Rincon Consultants was established in 1994 and over the past 20 years, has grown to eight offices and a staff of over 90 planners, environmental scientists, biologists, restoration ecologists, wetland scientists, arborists, professional archaeologists, paleontologists, hazardous waste and remediation specialists, geologists and hydrogeologists. We provide cost effective responsive consulting services to clients throughout the State with our offices located in San Luis Obispo, Ventura, Monterey, Carlsbad, Riverside, Oakland, Fresno, and Sacramento.

At Rincon, we understand that clear communication and diligent project management are the cornerstones upon which projects are successfully completed. Rincon employs proven project management and quality control techniques based on:

- *Clear communication between managers, subconsultants, and analysts*
- *Peer and management review of all documents*
- *Effective cost control and financial reporting*

Rincon's internal management program includes regular team meetings to make sure workloads are being properly managed and that client commitments are being met. Rincon utilizes Quickbooks Professional™ business accounting software, which allows our principals and senior project managers up to date job cost reports for both labor and expenses. Careful project management begins at the proposal, work scope development, and budgeting stage of a project. Once a project is initiated, tight project management, including close tracking of costs, is essential to ensure that projects are executed on time and within budget.

We recognize that communication is a key to the success of any project. To that end, we provide regular job progress reports to our clients. These reports describe the tasks that have been completed, budgetary and scheduling updates, and any conditions where the project may deviate from the original work scope, cost, or schedule. Typically, we provide these status reports through weekly or bi-weekly emails to the project team.

Founded 1994

California "S" Corporation #1754563

Tax ID # 77-039-0093

California Offices: 8

Corporate Officers:

- Michael Gialketsis – Chief Executive Officer
- Duane Vander Pluym – Chief Financial Officer
- Stephen Svete – Chief Operating Officer (Northern California)
- John Dreher – Chief Operating Officer (Southern California)
- Richard Daulton – Secretary

Certifications

- Small Business Enterprise CA DGS #4417

Services

- Environmental Sciences and Planning
- Biological Resources Assessment and Regulatory Compliance
- Cultural/Paleontological Resources
- Environmental Site Assessment and Remediation
- Water Resources
- Sustainability Services
- GIS/Graphics and Data Management



Adherence to these practices, coupled with our technical knowledge, allow us to meet the budgetary and scheduling constraints inherent in every project. We take pride in our profession, our work products, and seeing that each client is satisfied with the selection of Rincon to serve their consulting needs. We have compiled a team that we believe best meets the needs of the County for this project, with a balance of technical, analytical, and planning experience specific to the issues for this EIR.

2.2 KEY STRENGTHS OF THE PROJECT TEAM

Rincon Consultants, Inc. will be the lead consultant for the preparation of the EIR. We have assembled a highly qualified and experienced team to ensure successful completion of all tasks in a timely and efficient manner. All members of the management team have extensive experience with CEQA documentation for Santa Barbara County projects and have established a proven track-record of producing exceptional work projects and adhering to project budget and timelines.

The team includes Richard Daulton, MURP, who will serve as Principal-in-Charge for this project; Chris Bersbach, MESM, who will serve as Project Manager; and Joe Power, AICP CEP, who will provide quality control/quality assurance. These same personnel were responsible for several certified EIRs for Santa Barbara County, including the New County Jail Subsequent EIR, the Santa Barbara County Housing Element Focused Rezone Program EIR, Santa Ynez Valley Community Plan EIR, and the Orcutt Key Site 30 Subsequent EIR.

The firm has substantial experience in CEQA documentation and supporting studies for projects similar in scope to this one, and our work products are consistently seen as thorough and objective by staff, applicants, and the public. We are particularly knowledgeable of the Santa Barbara County area, having worked on dozens of projects in the area over our 19-year firm history.

Key strengths of the Rincon team that make us uniquely suited to assist the County with this project include:

- *Principal level commitment to the success of this program*
- *Familiarity with the project site and associated environmental issues*
- *Extensive experience with land use planning, environmental and permitting issues within Santa Barbara County*
- *A proven CEQA track record with delivery of legally-defensible environmental documents that meet client needs and deadlines*
- *Outstanding staff with the resources and flexibility to ensure high-quality products and adherence to project timelines*
- *Selection and effective management of well-qualified, issue-specific experts to supplement Rincon's in-house expertise*
- *Expertise on similar projects and in the range of issues to be addressed in the EIR*



2.3 RELEVANT EXPERIENCE

The following describes relevant project-related experience for Rincon Consultants. As demonstrated below, our team members have substantial experience preparing environmental documents for similar projects, as well as on a wide range of projects involving residential developments in the northern portion of Santa Barbara County.

Bradley Village (Key Site 30) Subsequent EIR

County of Santa Barbara

Rincon Consultants recently assisted the County of Santa Barbara with the preparation of a Subsequent EIR for the Bradley Village (Orcutt Key Site 30) Project. The 79-acre project site is located in the Orcutt Community Plan area in unincorporated Santa Barbara County. The proposed project involved applications for a Comprehensive Plan Amendment, Rezone, Tentative Tract Map, and two Final Development Plan entitlements to develop 69 single-family homes and a 3-acre recreation/dog park. Portions of the site fall under the Santa Maria Airport flight boundary restricted zone and are not available for development. Environmental impacts are being examined with the site's close proximity to the airport and previous agricultural uses in mind; these include hazards, air quality, aesthetics, and hydrology.

Housing Element Focused Rezone Program EIR

County of Santa Barbara

Rincon prepared an EIR for the proposed Housing Element Focused Rezone Program, which included rezoning actions necessary to achieve State Housing and Community Development Department certification of the County's 2003-2008 Housing Element. The Housing Element Focused Rezone Program identified two rezoning sites for a total of 372 affordable-by-design multi-family housing units to meet the County's RHNA affordable housing requirements. A total of seven distinct rezone sites in northern Santa Barbara County were evaluated, including the two proposed sites and five other sites analyzed in the Alternatives discussion. The EIR was a program level document, but provided site-specific analysis of buildout of each rezone site. Key EIR issues included transportation, noise, biological resources, land use compatibility, air quality, and aesthetics.

Orcutt Key Site 3 Subsequent EIR

County of Santa Barbara

Rincon prepared an EIR for the County of Santa Barbara that studies the proposed Orcutt Key Site 3 Project. The project consists of consideration of a Comprehensive Plan Amendment, Rezone, Vesting Tentative Tract Map, and Development Plan for 313 single-family residential units on a 137-acre site located in the Orcutt Community Plan area. The EIR is tiered from the previously prepared Orcutt Community Plan EIR since the project could potentially result in new or greater environmental impacts to the area. As the site was previously undeveloped and consisted of mainly farmland, Rincon thoroughly examined the potential effects the project would have on agricultural resources, aesthetics, utilities, and public services. Other issues examined in the EIR included hazards, transportation, and noise. In addition to the EIR, Rincon



prepared a separate Health Risk Assessment (HRA) for the site because of the close proximity to the US 101 highway and potential for health hazards due to vehicle emissions.

Rice Ranch Specific Plan Supplemental EIR

County of Santa Barbara

Rincon prepared a Supplemental EIR for the Rice Ranch Specific Plan, a planned residential community that included 793 single-family homes in six distinct neighborhood settings. In addition, the project included a new school site, the expansion of an existing school site, parks, open space and supporting infrastructure are also included in the project. The 626-acre project site was located in the southeastern portion of the Orcutt community in unincorporated Santa Barbara County. Key issues addressed in the EIR included biological resources, land use and agricultural resources, fire hazards, flooding and drainage, traffic, noise, cultural resources, oil field hazards, and infrastructure availability.

Santa Ynez Valley Community Plan EIR

County of Santa Barbara

Rincon prepared an EIR for the Santa Ynez Valley Community Plan (SYVCP). The SYVCP provides policy direction for issues and development trends specific to the Plan Area, which consists of 3,901 parcels and an area of approximately 46,933 acres. The EIR analyzed the 20-year buildout and rezoning actions under the proposed Community Plan that would result in up to 936 new primary and secondary residential units, and 555,334 square feet (sf) of additional commercial development in the Plan Area. The SYVCP EIR also evaluated an Affordable Housing Overlay District (AHOD), which would be applied to four sites along SR 246. In addition to the program-level analysis of the proposed SYVCP buildout, and analysis of the proposed rezoning actions and policies included in the SYVCP, the EIR also analyzed buildout of these four AHOD sites at a project-level of detail. Key issues evaluated in the EIR included: traffic, air quality, cultural resources, aesthetics, and biological and agricultural resources.

Cavaletto Tree Farm Housing Project EIR

County of Santa Barbara

Rincon prepared an EIR for the Cavaletto Tree Farm Housing Project in the unincorporated area north of the City of Goleta. The EIR analyzed the development of 134 residential units in a variety of housing types (estate lots, courtyard homes, townhome and garden apartments), new public and private roads, drainage outlets, and common open space areas including a creek-side park and linear park with trail facilities. The EIR addressed land use concerns and Santa Barbara County policy consistency as the project would convert the approximately 26-acre property from agricultural use to residential use. As part of the EIR analysis, Rincon Consultants evaluated electromagnetic hazards posed by a 66-kV electrical transmission line that traverses the site and also conducted a Phase I Environmental Site Assessment to analyze risk of upset related to the use of pesticides from former agricultural use on the site. Other key EIR issues included aesthetics, cultural resources, traffic, public facilities, hydrology/water quality, geology, biological resources, noise, recreation, air quality, and greenhouse gas emissions.



Westmont College Master Plan SEIR

County of Santa Barbara

Rincon prepared a Subsequent EIR for the Master Plan for a 1,200-student liberal arts college in Montecito. The Master Plan addresses increases in the square footage of academic facilities and student housing, as well as revisions to the circulation system. Environmental issues of particular concern included aesthetics, transportation, noise, and impacts to oak trees. The EIR addressed a number of conditional use permit conditions, inasmuch as many of the permitted features were incorporated into the Master Plan. The project involved extensive community outreach, which included newsletters and community workshops.

North County Jail Staged EIR and SEIR

County of Santa Barbara

Rincon prepared a Staged EIR for the North County Jail project in 1997-98, followed up by a Subsequent EIR for a new jail site in 2007. The New County Jail Subsequent EIR evaluated the development of a new County Jail facility on a 50-acre site immediately west of the City of Santa Maria's boundary to relieve overcrowding in the existing South County facility. The project involved development of the new facility in two phases, with full buildout consisting of a 547,000-square foot facility providing up to 1,520 beds. The environmental analysis included the following key issues: aesthetics, biology, cultural resources, public services, agricultural land conversion, and land use compatibility with a nearby residential neighborhood.

Comprehensive Biological Resource Study for the More Mesa Property

County of Santa Barbara

Rincon prepared a comprehensive biological resource study to address the More Mesa property located in the coastal area of Santa Barbara County. The intent of these studies was to determine the extent of important coastal biological resources and the changes that may have occurred over the years to the site, especially to those areas designated as Environmentally Sensitive Habitat (ESH). From a biological basis, the purpose of this study was to determine those areas that should be considered for open space as compared to those that may be suitable for development. Detailed biological surveys and analysis were prepared for the project including bird surveys, bat surveys, wetland surveys, and floristic inventories.

Providence Landing Residential Project EIR

County of Santa Barbara

Rincon prepared a comprehensive EIR for a large residential project in an unincorporated area near Lompoc. The Providence Landing project is a request for approval of a Vesting Tentative Tract Map (VTTM) to subdivide the property into 303 lots and a Final Development Plan (FDP) for the development of 284 single-family residences and 72 low-income senior housing units. In addition, the project includes the development of a 14.7-acre central (regional) park that will include various recreational facilities, and the development of open space/greenbelt areas, two storm water retention/percolation basins, and an entrance facility/interpretive center for the Burton Mesa Ecological Preserve. Key issues included, biological resources, flooding and drainage, traffic and circulation, erosion and water quality, wildfire hazards, infrastructure impacts and groundwater resources/water supply.



Ordinance 661 Rezone and Existing Developed Rural Neighborhood (EDRN) Subproject IS/ND

County of Santa Barbara

Rincon completed an IS/ND for the Ordinance 661 Rezone and Existing Developed Rural Neighborhood (EDRN) project for the County of Santa Barbara's Long Range Planning Division. The project analyzed in the IS/ND involved rezones, general plan amendments and creation of EDRNs affecting approximately 57,700 acres of land in the Santa Maria Valley and San Antonio Creek Rural Regions in northern Santa Barbara County. Key issues for the environmental analysis included aesthetics, biological resources, agricultural resources and land use/planning.

Union Valley Parkway Extension/Interchange EIR/EA

City of Santa Maria

Rincon prepared environmental documentation for the Union Valley Parkway Extension/Interchange in the City of Santa Maria. The City's purpose for the Union Valley Parkway extension/interchange was to provide a major arterial for the movement of people and goods through the Santa Maria-Orcutt area. The project was planned to accommodate long-term traffic/circulation needs at an acceptable Level of Service within the City of Santa Maria and the community of Orcutt in Santa Barbara County for all proposed intersections and roadways. The project was subject to federal, as well as local and state environmental review requirements because the use of federal funds is proposed and/or the project requires a federal approval action. Because of federal funding, the Federal Highway Administration is lead agency under the National Environmental Policy Act, with Caltrans acting as its agent and providing oversight for the National Environmental Policy Act process. The UVP EA/EIR was one of the first projects that underwent Caltrans' new NEPA-delegation process, where Caltrans staff takes on the NEPA review role. The EIR focused on the following key issues: biological resources, traffic and circulation, and noise.

Santa Maria Airport Business Park Specific Plan EIR/EA

Santa Maria Airport Authority

Rincon prepared an EIR/EA for the Santa Maria Airport Business Park Specific Plan. This project would incorporate eight land use components including Planned Development -Mixed Use Commercial (PD-MUC) on 30 acres, Planned Development -Airport Services (PD-AS) on 27 acres, Planned Development -Light Manufacturing (PD-M1) on 132 acres, Planned Development -Public Facilities (PD-PF) on 19 acres, Commercial Office and Professional Office (CPO) on 16 acres, and roadways on 66 acres. In addition, the total open space within the project site (excluding roads) is approximately 445 acres, which includes Planned Development - Public Recreation Open Space (PD-OS-REC), Open Space Conservation (OS-CON), and Open Space Retention Basin (OS-RB). The project is being prepared in accordance with the City of Santa Maria and FAA requirements. Key issues include: agricultural resources, air quality, biological resources, transportation and circulation, hydrology and water quality, noise, airport land use compatibility, public services and utilities, hazards and hazardous materials, and population and housing.



3.0 PERSONNEL

3.1 KEY STAFF

Principal members of the project team, their responsibilities, and similar project experience are described below and depicted in the project management chart on the next page. Resumes for both key and supporting staff are provided as an appendix. The level of involvement in terms of estimated labor hours is included in the Cost Estimate Table in Section 5.0.

Richard Daulton, MURP, Principal and Operations Manager of Rincon's San Luis Obispo office, will serve as the Principal-in-Charge of the EIR. Mr. Daulton has over 18 years of experience preparing CEQA and NEPA environmental documents for projects located throughout California. He has overseen EIRs for some of the most controversial and complex projects on the Central Coast, including the Housing Element Rezone Program EIR, Santa Ynez Valley Community Plan Update EIR, Orcutt Key Site 30, and Orcutt Key Site 3 EIR for the County of Santa Barbara, as well as Santa Margarita Ranch EIR for the County of San Luis Obispo, the Dalidio/San Luis Marketplace Annexation and Development Project EIR for the City of San Luis Obispo, the Union Valley Parkway Interchange and Extension EIR/EA for the City of Santa Maria, and the Lompoc General Plan Update and EIR for the City of Lompoc. He frequently lectures regarding CEQA and environmental planning issues at Cal Poly San Luis Obispo and at Association of Environmental Professionals Advanced CEQA Workshops.

Chris Bersbach, MESM, Environmental Planner and Technical Services Program Supervisor, will lead the environmental analysis for the EIR and serve as the Project Manager for the EIR. Mr. Bersbach is responsible for managing and preparing CEQA and NEPA documentation, impact analysis and environmental regulation, and technical air quality, greenhouse gas emissions, and noise impact analyses. His experience includes a wide range of technical environmental and planning studies involving land and infrastructure development, urban redevelopment, solar power facilities, oil extraction and refining facilities, landfills, general plans and specific plans, climate action plans, and other long-range planning documents. Mr. Bersbach managed preparation of the Santa Barbara Key Site 30 SEIR and the City of Buellton Meritage Senior Center SEIR, and has been a contributing author to a number of relevant projects, including the Santa Barbara County Housing Element Focused Rezone Program EIR, the Shandon Area Community Plan Update EIR, and the City of Santa Maria Los Flores Integrated Waste Management Facility EIR.

Joe Power, AICP CEP, Principal with Rincon, will provide quality assurance/quality control for the EIR. In this role, he will oversee final work products and deliverables. Joe has over 23 years of experience and has managed numerous CEQA and NEPA documents for a wide range of projects. He served as Principal-in-Charge for the Focused Rezone Program EIR, the New County Jail Facility EIR, the Westmont College Master Plan SEIR, and the Santa Ynez Valley Community Plan EIR for Santa Barbara County. He is currently working on several projects in Los Angeles and Ventura Counties, including projects in the cities of Camarillo, Oxnard, Fillmore, and Agoura Hills.



Colby J. Boggs, MS, Principal and Senior Ecologist, will oversee the biological resources section of the EIR. Mr. Boggs has over 16 years of experience in environmental consulting with an emphasis on plant taxonomy, assessments of biological and wetlands resources, plant and wetland ecology, biological survey design, ecological restoration, vegetation monitoring, and invasive plant biology. He has managed and conducted protocol-level surveys for federally listed, state-listed, and other special status species as well as invasive and noxious weed species in support of the CEQA and NEPA environmental review processes and to comply with the California and federal Endangered Species Acts. Mr. Boggs is well-versed in the CEQA guidelines and thresholds of significance pertaining to biological resources and has prepared and/or reviewed preparation of feasible and conservation-oriented avoidance, minimization and mitigation measures. He has also designed creation, restoration, enhancement, reclamation and monitoring plans for terrestrial and wetland habitats; mapped vegetation communities and habitat types through field surveys and interpretation of aerial imagery; conducted delineations of wetlands and other waters; completed several assessments of habitat suitability for special status plant and animal species, performed post-treatment and other programmatic vegetation monitoring, and successfully navigated the regulatory permitting processes with the USACE, CDFW and RWQCBs.

Jennifer Turner, MS, is a Biologist and Project Manager with Rincon. Ms. Turner's primary area of expertise is ornithology and bird/habitat relationships, and she has worked on monitoring and recovery projects for several federally threatened and endangered species. Her experience writing technical documents included authoring weekly, monthly, and annual reports submitted to the U.S. Navy and the U.S. Fish & Wildlife Service, biological resource and assessment reports, special status/breeding bird reports, and biological due diligence and constraints analysis. Her responsibilities include research and field surveys for endangered species, habitat evaluation, general biological surveys, resource constraints analysis, construction and mitigation monitoring, and regulatory compliance. She has extensive experience with numerous federally and state listed species, including southwestern willow flycatcher, coastal California gnatcatcher, western snowy plover, California least tern, least Bell's vireo, Belding's savannah sparrow, burrowing owl, Swainson's hawk, white-tailed kite, San Clemente Sage sparrow, San Clemente loggerhead shrike, and blunt-nosed leopard lizard. Ms. Turner holds a *USFWS 10(a)(1)(A) permit for Southwestern willow flycatcher, western snowy plover, and California least tern.*

Karen Holmes will serve as the Regulatory Specialist for this project. Karen has more than nine years of experience specializing in regulatory permitting for projects on the California central coast. She has successfully obtained many permits, agreements, and certifications from the U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, and California Coastal Commission. Karen has experience delineating wetlands and other waters and completing jurisdiction determinations, including significant nexus determinations. She has designed and monitored wetland and riparian mitigation projects. She has utilized Trimble GPS systems and ArcView software for data collection and mapping of various biological resources. Karen also has experience conducting biological surveys, preparing mitigation monitoring plans, monitoring construction, and ensuring CEQA and NEPA compliance. Her project experience includes Biological Studies, Biological Assessment, Jurisdictional Delineation, Natural Environment Study, and Regulatory Permitting (USACE NWP, RWQCB WQC, & CDFG SAAs) for the Five Bridges Painting Project and the



Cypress Mountain Drive at Klau Creek Bridge Replacement Project (San Luis Obispo County Department of Public Works, San Luis Obispo County). While working for Caltrans as the District 5 regulatory permit coordinator, Karen completed biological studies and secured regulatory permits (USACE Individual and NWP, RWQCB WQCs, & CDFG SAAs), and prepared Mitigation and Monitoring Plans for many projects in San Luis Obispo and Santa Barbara counties, including the Santa Maria River Bridge Widening Project, the State Route 46 Improvements Project, the Las Cruces Bank Stabilization Project, and the Santa Barbara Route 101 Milpas to Hot Springs Improvements. Karen has also conducted protocol level surveys for federally listed species, including California red-legged frog, and has been authorized by the U.S. Fish and Wildlife Service to monitor for California red-legged frogs and California tiger salamander on multiple projects including the Purisima Road Roundabout Project in Santa Barbara County and the Rodriguez Waterline Stabilization Project in San Luis Obispo County.

Mike Tom is an Associate Biologist in Rincon's San Luis Obispo office. Mike has a M.S. in Biological Sciences from California Polytechnic State University, San Luis Obispo and a B.S. in Ecology and Systematic Biology with a concentration in Wildlife Biology from California Polytechnic State University, San Luis Obispo. Mike has working knowledge and extensive training with the fauna and flora of the central coast, San Joaquin Valley, and desert regions of California. He has also received specific training in survey protocols, habitat requirements and natural histories of the California red-legged frog and desert tortoise. Mike has assisted in special status species, general wildlife and pre-construction surveys. He has performed protocol level blunt-nosed leopard lizard surveys and general wildlife surveys for the Panoche Valley and California Valley solar farm projects. He has also performed protocol level desert tortoise surveys for the Ivanpah solar project. In 2011, Mike assisted in California tiger salamander upland drift fence/pit fall trap surveys for the Los Flores Integrated Waste Management Facilities Project. He has also performed pre-construction surveys within the Central Coast region for California red-legged frogs, western pond turtles, coast horned lizards, western spade foot toads and nesting birds.

Margaret Perry is a biologist with Rincon Consultants, Inc. She has over 8 years of professional experience providing biological resources services and has developed an emphasis in the area of botany. She has provided expertise on floristic surveys ranging from 1 to 10,000 acres in a variety of California landscapes. Ms. Perry has a demonstrated ability to identify and classify rare vegetation types according to the Manual of California Vegetation, 2nd edition, and current VegCamp rankings of vegetation types that occur in California. In addition to botany, Ms. Perry has extensive experience working with special-status wildlife species: conducting surveys, assisting with tracking, and performing detailed cataloging. Species include mammals, birds, reptiles, invertebrates, and amphibians. Additional experience includes providing construction monitoring, implementation of management programs, preparing permit applications, consulting with local and federal agencies, and technical report preparation.

Megan Jones, MPP, Senior Planner with Rincon will prepare the Agricultural Resources section of the EIR. Ms. Jones has over eight years of experience in CEQA and NEPA documentation, short- and long-range planning, and project management. She has prepared numerous EIR documents of various size and scale, including several in Santa Barbara, Monterey, San Luis Obispo, and San Benito Counties. Ms. Jones is an expert in environmental impact analysis, with particular expertise in the areas of visual resource and agricultural resource analyses. As part of



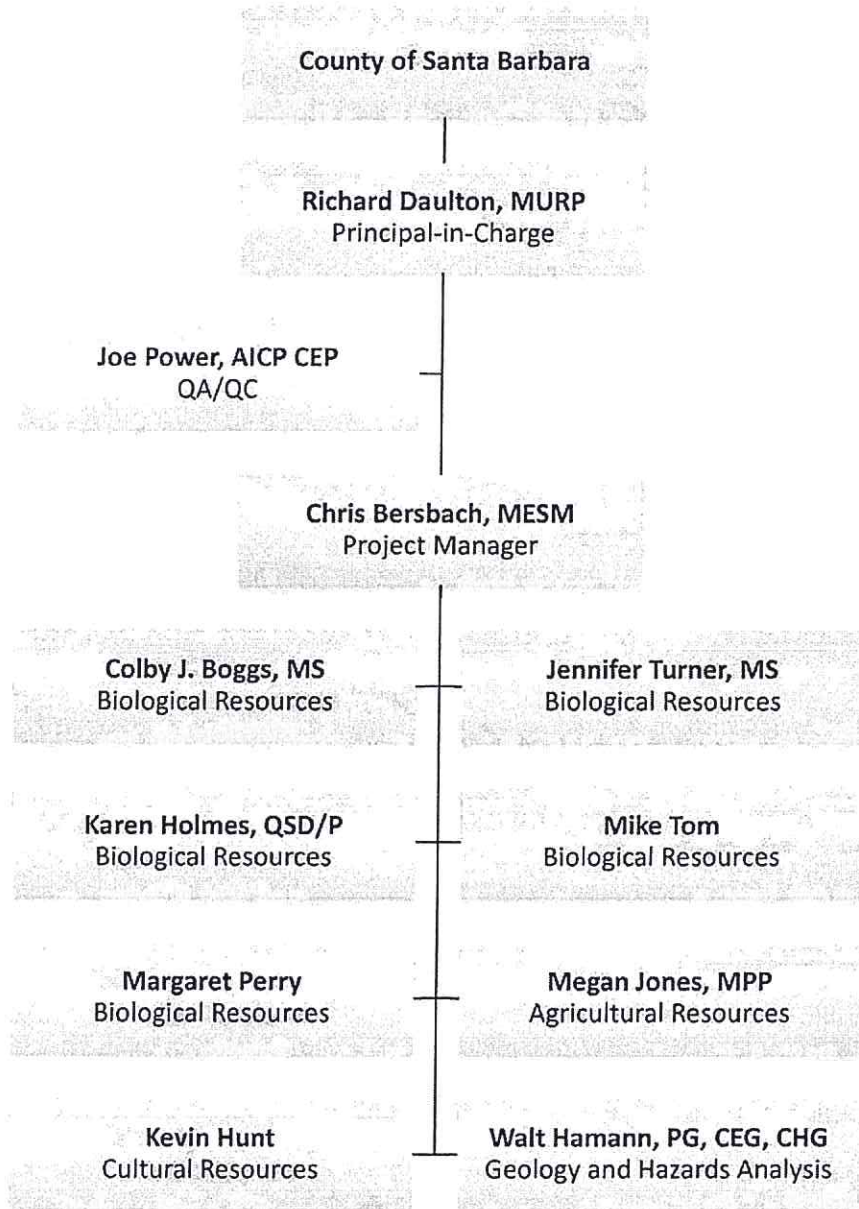
her Master's program, Ms. Jones researched policy alternatives to reduce the negative water quality effects of grazing practices in the Pajaro River Watershed, working closely with the Central Coast Regional Water Quality Control Board. She previously published a paper on the Williamson Act in Monterey County, with a focus on ranch lands, which is available on the Rincon website.

Kevin Hunt, Rincon's Cultural Resources Program Manager will peer review the Cultural Resources studies prepared for the project. Mr. Hunt holds a Bachelor of Arts degree in Anthropology with a minor in American Indian Studies from San Diego State University. His expertise includes the full range of archaeological studies, from literature reviews to large data recovery excavations, as well as the survey and evaluation of historic built environment resources and traditional cultural properties. He has prepared more than 100 technical reports and numerous cultural resources sections for documents including EIRs, Environmental Assessments (EAs), and EISs. As a cultural resources generalist, he ensures these studies consider the entire spectrum of cultural resources and full range of potential impacts, as well as provide creative yet defensible mitigation measures. He has conducted third party peer reviews of technical studies for conformance with CEQA and is experienced at adeptly but considerately responding to public comments on Draft EIRs for sensitive or contentious projects. Such projects include Wal-Mart Ontario, the Snowcreek VIII development in Mammoth Lakes, and the La Tuna Canyon Golf Course Development Project in Los Angeles County.

Walt Hamann, PG, CEG, CHG, QSD/P, Principal with Rincon will oversee preparation of the Geology and Hazards analyses for the EIR. Mr. Hamann has designed numerous remediation programs, including soil vapor extraction, air sparging, excavation, and metals remediation programs for projects throughout southern California. He is a Professional Geologist (#4742), Certified Engineering Geologist (#1635), Certified Hydrogeologist (#208), and Qualified SWPPP Developer/Practitioner (#22181) with the State of California. Through this experience he has overseen numerous water quality sampling and reporting programs administered by the California Regional Water Quality Control Board, the Department of Toxic Substances Control, and local regulatory oversight agencies.



Team Organization Chart



4.0 STUDY METHODOLOGY

4.1 PROJECT APPROACH

Rincon understands the need to effectively become an extension of the County's staff for this project. We will provide the County with regular progress reports on the work status, as well as the budget. Through our teamwork approach, the County will have direct access to strong technical expertise, while the consultant team will have direct access to community issues and local political concerns.

Rincon principals and senior staff involved in this project have served as technical experts in the planning and environmental industry and have been so recognized through professional awards. Our reputation stems from the ongoing quality control procedures we have established as part of our practice. We participate in ongoing training and practice peer review of our project work. Regular internal consultant team meetings will be held to review major phases of the project.

We practice the following techniques to ensure quality and responsiveness:

- *Direct and open communication with the County's Project Manager and staff to facilitate mutual understanding of assumptions and decisions made*
- *An interactive planning process with ample opportunity for product review and approval by the County*
- *Use of concise summaries and clear presentation of analysis results for decision-makers*
- *Use of graphics and comparison tables, highlighting critical points*

Early and ongoing communication among the consulting team, County staff, and, as appropriate, the community, ensures that the planning process is well served. In our experience, this approach helps to diffuse public controversy and facilitates successful completion of the CEQA process.

4.2 WORK PROGRAM

Task 1: Kickoff Meeting. Upon authorization to proceed, Rincon's project manager and key members of the consultant team will attend a kickoff meeting with County staff. Applicant representatives may be invited at staff's discretion. This meeting will serve as a forum to review and confirm study objectives and establish an operational protocol. Working schedules will be finalized, and details for scheduled tasks will be discussed. The consultant team will use this opportunity to collect any relevant studies and information not already transmitted.

The kickoff meeting also allows the County/ applicant/ consultant team an opportunity to discuss data needs. This step should clarify the environmental concerns of the community and other agencies, allowing the team to verify the scope of the study.

Deliverables: Rincon will prepare an agenda for the Kickoff Meeting.



Task 2: Development of the Project Description. Rincon will prepare a detailed Project Description in accordance with the requirements of Section 15124 of the *State CEQA Guidelines*. Rincon will transmit the draft Project Description for review by the County and the applicant team. The Project Description will incorporate, and expand upon where necessary, the description provided in the County's EIR Scoping Document. The Project Description will detail the project proposal, as well as providing a listing of other pending projects in the immediate project vicinity. Textual, tabular, and graphic presentation will be included as necessary to facilitate a thorough understanding of the proposed project. An explanation of how the proposed 13-lot subdivision project relates to the Focus Rezoned Program will be included. The Project Description will include:

- *A thorough explanation of proposed development and requested land use changes, permits, and approvals*
- *Discussion of the project components, site access, grading, and utility services*
- *Descriptions of the site and surrounding uses*
- *The proposed duration of construction and the proposed phasing of development*

The establishment of the Project Description is critical early step in the EIR process, since it forms the basis for environmental evaluation under CEQA. To focus consultant preparation and County review of this deliverable on the Project Description, Rincon proposes to include the Environmental Setting and description of Project Alternatives to the ADEIR stage as discussed below.

Deliverables: 5 hardcopies of the draft Project Description, and one electronic version in both PDF and Microsoft Word versions.

Task 3: Administrative Draft EIR. The EIR will be prepared in general accordance with the *CEQA Guidelines*, which set the standards for adequacy of an EIR. Specifically, the *CEQA Guidelines* state that:

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

The EIR will be prepared in accordance with Section 15162 of the *State CEQA Guidelines*. To the extent possible, Rincon will incorporate information from existing environmental review, technical reports, and planning documents that are applicable to the project site and the specific project. Especially relevant will be applicant- and County-prepared technical studies and reports prepared for the project site and for the proposed project.

Subtask 3.1: Executive Summary. The EIR will contain a summary of the proposed project and associated environmental consequences. This information will be presented in tabular format to simplify review by decision-makers and the general public. In compliance with *CEQA Guidelines* Section 15123, this section will identify:



- *Each potential environmental impact, and the level of significance of each impact*
- *Mitigation measures required*
- *Residual impacts after mitigation*

The summary will also note areas of known controversy and an assessment of the alternatives reviewed and their associated impacts. The comments from the EIR Scoping Hearing on May 14, 2014, and the responses to the Notice of Preparation (NOP) will be reviewed to help identify areas of controversy. Input from staff on this issue will also be sought and included. The Executive Summary will also identify the environmentally superior alternative and rationale for its selection as such.

Subtask 3.2: Introduction and Environmental Setting. An introduction and environmental setting will be provided. The introduction will discuss: 1) project background; 2) previous environmental review of the project; 3) the purpose and legal authority of the EIR; 4) a summary of the scope and content of the EIR; 5) the lead, responsible, and trustee agencies; and 6) an overview of the environmental review process for the EIR.

The environmental setting will be prepared in accordance with Section 15125 of the *CEQA Guidelines*. It will provide a general description of the existing character of the area and specific description of the project site and an overview of the regulatory setting. It will also define the scope of the cumulative impact analyses. Rincon assumes that the County will provide a list of cumulative projects to consider in this analysis, and a map of these projects, if available. Rincon would confirm with County staff the approach to cumulative impact analysis and include the list of cumulative projects and a summary of buildout conditions in the Environmental Setting.

Subtask 3.3: Environmental Impact Analysis. The environmental impact analysis will be prepared using the methodology and thresholds in the County's *Environmental Thresholds and Guidelines Manual* and in conformance with the requirements of *CEQA Guidelines* Sections 15126 and 15130. Each environmental issue addressed in the EIR will have five main subsections:

- *Setting*
- *Methodology and Significance Thresholds*
- *Impact analysis including both project-specific and cumulative impacts*
- *Mitigation measures*
- *Residual Impacts*

The setting will be based on existing data source and technical studies prepared for the project, supplemented with additional research. For the impact analysis, where possible, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively determine potential impacts. Impacts will be classified using the County's impact class designations: Class I, Class II, Class III, and Class IV.

Cumulative impacts will be discussed within this analysis, but at a lesser level of detail than the project-specific impacts consistent with CEQA requirements. The cumulative impacts analysis will include an analysis of the combined effect of the proposed project with other reasonably feasible projects in the vicinity. Mitigation measures may include a range of design measures and programs as proposed by County staff and the consultant team. All mitigation measures



will be presented in wording that can be directly applied to conditions of approval and will include monitoring requirements. For each impact discussed, the level of significance of the impact after application of identified mitigation measures will be identified in the residual impacts discussion, as well as any potential secondary impacts deriving from the identified mitigation. In addition, for each issue area, the pertinent NOP response letters will be reviewed to ensure that the EIR analysis addresses each of the issues raised in these letters.

For issue areas where effective mitigation for potentially significant impacts was identified in the EIR Scoping Document, this section will reiterate the impact and mitigation measures, and confirm the significance of the residual impacts. For issue areas that had no impacts noted as potentially significant in the EIR Scoping Document (Energy, Historic Resources, Land Use, Noise, Public Services, Recreation, Transportation/Circulation, and Water Resources), these will be discussed in the Impacts Found Not to be Significant section (see Subtask 3.7 below), and the EIR Scoping Document will be included as an appendix to the EIR.

The technical approach to analyzing each issue identified in the County's RFP and associated EIR Scoping Document is described in Section 4.3, *Technical Issues*.

Subtask 3.4: Preliminary Policy Consistency Analysis. A discussion of the project's preliminary consistency with County Comprehensive General Plan policies and development standards, County zoning ordinance requirements, and other pertinent requirements and regulations will be included in the EIR. This will include a discussion of policy consistency components that refer to or rely upon mitigation measures from the EIR in order to allow for a finding of consistency. This analysis will be presented in a separate section of the EIR, following the Environmental Impact Analysis sections.

Subtask 3.5: Alternatives. A discussion of project alternatives that is intended to meet the requirements of Section 15126.6 of the *CEQA Guidelines* will be provided in the EIR. This EIR will include an analysis of three alternatives. Evaluation of alternatives will be in less detail than that for the proposed project, though the analysis will provide decision-makers and the public adequate information to decide between alternatives. This section will also identify the "environmentally superior alternative." In compliance with *CEQA Guidelines* Section 15126.6(e)(2), if the No Project Alternative is determined to be environmentally superior, the EIR will identify the environmentally superior alternative among the remaining alternatives.

Subtask 3.6: Growth Inducing Effects/Other CEQA-required Sections. The EIR will include an analysis of the project's potential to foster population and economic growth, as well as the potential for project implementation to remove obstacles to growth. In addition, the project's irreversible environmental changes and commitment of resources will be discussed, pursuant to the requirements of *CEQA Guidelines* Section 15126.2 (c) and (d), and Section 15127.

Subtask 3.7: Effects Not Found to be Significant. This section will be prepared in accordance with Section 15128 of the *CEQA Guidelines*. It will provide a summary of the impacts discussed in the project's EIR Scoping Document that were determined to be less than significant and hence were not studied further in the EIR. This will include the following issue areas: Agricultural Resources, Energy, Fire Protection, Hazardous Materials, Historic Resources, Recreation, and Mineral Resources. The basis for the determination that impacts would be less



than significant will be briefly discussed for each issue contained in this section. The EIR Scoping Document will be referenced in this section and included as an appendix to the EIR.

Subtask 3.8: Organizations and Persons Consulted. A listing of organizations and persons consulted in the development of the EIR will be provided in compliance with CEQA Guidelines Section 15129. This listing will be included in the EIR's References section. The References section will also contain a listing of key consulting team and County staff involved in the EIR preparation.

Deliverables: 5 bound copies of the Administrative Draft EIR, and an electronic transmittal via email and/or FTP in PDF and Microsoft Word versions.

Task 4: Draft EIR. This task involves the production, editorial work, and communication processes anticipated to publish the Draft EIR for public review and comment. It is our understanding that the County will be responsible for circulating the Draft EIR to commenting agencies and interested groups or individuals, as well as filing a Notice of Completion with the State Office of Planning and Research. We have also assumed that the County will give notice to all organizations and individuals who have expressed interest in receiving such notice, and will publish the notice of availability in a local newspaper. While the RFP calls for 51 printed copies, Rincon feels that this may be substantially more than what is needed and proposes to provide 26 copies. Additional copies via CD-ROM can be produced by Rincon at a cost of \$15/CD, or additional hardcopies can be produced, if requested by the County, and these costs could be paid out of the contingency fund.

Deliverables: 1 reproducible copy and 50 bound copies of the Draft EIR, as well as electronic transmittal in PDF and Microsoft Word versions.

Task 5: Final EIR. The final formal stages of the EIR process will involve responding to comments, preparation of draft CEQA findings, attendance at public hearings (see Task 6 below), and final publication tasks. At this point, the discretionary permit applications and the Proposed Final EIR are brought together for final public governmental scrutiny leading to decisions regarding approval. Through this process, final changes and policy decisions concerning the project are made. The Final EIR will be prepared in compliance with Section 15132 of the *State CEQA Guidelines*. Our work effort regarding this task is delineated below.

Subtask 5.1: Response to Comments/ Administrative Final EIR. Subsequent to receipt of all public comments on the Draft EIR, Rincon will submit draft responses to comments for County review, including any added or substantially revised sections of the Draft EIR that may be necessary. We have budgeted approximately 32 hours for preparing the responses to comments; however if a higher than average number of comments is received, additional funds may be required to complete this task. The final version of the responses to comments will be incorporated into the Administrative Final EIR. A draft Mitigation Monitoring and Reporting Program (MMRP) will also be submitted as part of the Administrative Final EIR.

Subtask 5.2: Publication of the Final EIR. Prior to certification of the Final EIR, and after receiving comments by County staff on the Administrative Final EIR, Rincon will deliver the Proposed Final EIR. This will be the hearing draft of the EIR for use by the decision makers



when they consider the project for final action. Upon certification of the Final EIR and project approval, we will prepare a Final EIR that includes any Planning Commission- or Board of Supervisors-directed changes, and submit this to the County in hardcopy and in PDF and Microsoft Word formats. If there are changes to the Proposed Final EIR, a supplemental cost estimate for preparing and publishing a Revised Final EIR will be provided for County staff consideration. We assume that County staff will be responsible for the preparation and filing of a Notice of Determination with the County Clerk's office.

Rincon will provide 51 printed copies of the Final EIR. Additional copies via CD-ROM can be produced by Rincon at a cost of \$15/CD, or additional hardcopies can be produced, if requested by the County, and these costs could be paid out of the contingency fund.

Subtask 5.3: Preparation of CEQA Findings. Rincon will prepare and provide draft CEQA Findings, including a Statement of Overriding Considerations, for County staff review and revisions. The draft CEQA Findings will be submitted along with the Final EIR.

Deliverables:

- * 5 copies of the AFEIR, including the MMRP
- * 1 reproducible copy and 50 bound copies of the Final EIR, as well as electronic transmittal in PDF and Microsoft Word versions.
- * Draft CEQA Findings via electronic transmittal in PDF and Word versions.

Task 6: Meetings and Public Hearings. Rincon's Principal-in-Charge and/or Project Manager will attend up to three meetings with County staff and up to four public hearings (assumed to be two with the Planning Commission, including one to take testimony on the Draft EIR, and two with the Board of Supervisors). The three meetings provided for in this task would be in addition to the kickoff meeting. The consultant team will confer with the County Project Manager to determine which meetings would be required; however, meeting attendance is assumed to be at key points in the development of the EIR, including for example:

- *kickoff meeting*
- *meeting to identify project alternatives*
- *meeting to review County comments on the ADEIR*
- *meeting to discuss comments on the Draft EIR*

Subconsultants and Rincon specialists will typically participate by conference call, when necessary.

Hearing attendance would include assistance with oral presentations to the hearing body and graphic presentations. These hearings will be scheduled and selected at the County's discretion. Additionally, as noted above, participation by project management team members, and key specialists in conference calls is assumed to be part of the EIR development and is included in our budget and scope for the EIR development tasks.

Deliverables: If desired, the consultant team will prepare a PowerPoint presentation or slides to supplement the staff-led presentation before the Planning Commission and Board of Supervisors



4.3 TECHNICAL ISSUES

The County's RFP and EIR Scoping Document identified several environmental issues that will require further study in the EIR. For each issue area, the County's *Environmental Thresholds and Guidelines Manual* will be used to determine the significance of impacts and to utilize the County's standard mitigation measures. The specific technical issue areas to be analyzed in the EIR include:

- *Aesthetics/Visual Resources*
- *Agricultural Resources*
- *Air Quality*
- *Biological Resources*
- *Cultural Resources*
- *Fire Protection*
- *Geology*
- *Hazardous Materials*

Aesthetics/Visual Resources. The site is rural and the RDEs are remote and would not be visible (or excessively visible) from public view. The RDE on proposed Lot 1 may be visible from Foxen Canyon Road, but it would be approximately one-quarter of a mile in the distance and obscured by intervening vegetation. The visual impact of the proposed project is not potentially significant during the day, but concerns have been raised about night lighting and its potential effect on the dark sky.

The aesthetics/visual resources section of the EIR will describe the existing visual setting of the project site and surroundings and how this setting could be affected by the proposed project, including the improvement (i.e., grading) of proposed access drives and assuming a "reasonable worst-case scenario" for the type and amount of development that could occur within the proposed RDEs. Although future residential uses would be confined to the RDEs, future agricultural development would not be limited to the RDEs. Therefore, the EIR will also identify visually prominent (or otherwise sensitive) portions of the site, if any, and provide mitigation measures that would minimize impacts.

In addition, the EIR will describe the existing night time setting of the site and surrounding area and assess the impacts that could result from the proposed project. The EIR will focus on the access drives and RDEs, but potential impacts of future agricultural support operations will also be considered and mitigation measures that would minimize impacts will be provided. The EIR will also analyze cumulative impact levels, and the contribution of the proposed project to these cumulative impacts, and identify mitigation measures as necessary.

Agricultural Resources. The site is designated Agricultural Commercial and is zoned AG-II-100. The site is primarily used as grazing land, but approximately 563 acres are in crop production. In preparing the agricultural resource section of the EIR, Rincon will independently peer review the point allocation system prepared by: (1) Agricultural Viability Study and the Rangeland Assessment prepared by Sage and Associates; and (2) the P&D staff. Rincon will summarize the results and identify any potential site specific impacts, and mitigation measures, as applicable. Where assumptions and conclusions differ from those contained in the Agricultural Viability Study and Rangeland Assessment prepared by Sage and Associates and the P&D prepared point allocation, such differences will be explained. In addition, Rincon will assess the potential to convert existing grazing areas to cultivated crop



areas. This assessment will consider both existing and future potential physical constraints such as terrain, presence of biological resources, proposed RDEs, access, etc.

Rincon will also assess whether there are additional factors not addressed by the Weighted Point System or Rangeland Assessment that may preclude newly created lots from sustaining an independent agricultural operation. Factors to consider, but not limited to, include the placement of RDEs, access roads to RDEs, and proposed fencing.

As required by CEQA, the EIR will evaluate cumulative impacts to agricultural resources as a result of the proposed project together with similar past, present and probable future projects in the area. This assessment will include an analysis of surrounding parcels that are similar to the subject parcel in terms of size and zoning and how the proposed subdivision could be emulated on neighboring lots. Mitigation measures to reduce potential impacts on agricultural resources will also be identified.

Air Quality. The air quality analysis will be prepared in accordance with the methodologies outlined in the Santa Barbara County Air Pollution Control District (APCD) *Guidelines for the Implementation of the California Environmental Quality Act of 1970* (November 2000) and *Scope and Content of Air Quality Sections in Environmental Documents* (March 2014). Emissions will be quantified for the proposed project using the California Emissions Estimator Model (CalEEMod). If required, additional emission factor data will also be obtained from EPA AP-42, *Compilation of Air Pollutant Emissions Factors*, Third Edition and any updates published on the EPA Technology Transfer Bulletin Board System. The motor vehicle constituents of concern include ROG, NO_x, CO, and PM₁₀. Significance criteria will be based on APCD thresholds for projects within the South Central Coast Air Basin.

Both temporary construction impacts and long-term operational impacts will be addressed. The EIR will estimate temporary emissions that would be generated during site preparation and construction of future residences on the proposed lots. The analysis will address fugitive dust resulting from demolition, grading and materials handling, and construction workers' vehicular traffic, as well as exhaust from heavy-duty gasoline and diesel powered vehicles. Standard dust control measures are required under the Clean Air Plan for all discretionary construction activities. The potential impact and mitigation of construction dust emissions on adjacent uses will also be addressed.

Potential long-term emissions associated with the project would primarily be a result of increased traffic generated by the proposed project and/or increased vehicle miles traveled. These emissions will be quantified for the proposed project using CalEEMod, and will be based on trip generation data to be provided in the traffic study prepared for the project (refer to Transportation/Traffic scope, below). Emissions associated with electricity and natural gas use will also be quantified using CalEEMod. The project's total operational emissions will be compared to APCD thresholds of significance to determine their significance. If projected emissions would exceed APCD thresholds, appropriate mitigation for all impacts identified. The EIR will analyze and determine whether the proposed project would have the potential to expose sensitive receptors to pollutant concentrations or objectionable odors.



The impact analysis will also include a generalized review of consistency with regional planning efforts such as:

- *Consistency with the Clean Air Plan land use and population forecasts; and*
- *Consistency with the emission forecasts of the Plan.*

Where necessary, the EIR will identify measures required to mitigate air quality impacts identified, such as:

- *Dust control measures during construction;*
- *General transportation measures; and*
- *Energy saving measures.*

Biological Resources. The biological resources analysis will include a thorough review of readily available existing reports, plans, databases and literature, as well as a reconnaissance-level field survey to ground-truth existing information and document incidental observations of special status plant and animal taxa (species, subspecies, varieties) and vegetation communities known or with potential to occur on the proposed project site. This analysis will include review of data to be submitted by the applicant, but it will not include protocol-level botanical surveys.

Rincon biologists will conduct the aforementioned biological resources analysis with the express purpose of: 1) confirming the accuracy of existing data on biological resources; and 2) supplementing the existing data with independent and original biological field observations and impacts analyses. Our scope of work will specifically consist of the following tasks:

- **Identify Baseline and Conduct Peer Review.** Identification of the biological resources environmental baseline for the project to determine if the site contains any special status vegetation communities, plants and/or animals, and peer review previous biological studies for the site. In addition to biological documents listed on page 5 of this proposal, peer review will include the July 2009 RDE modifications, in addition to documents listed in the tasks outlined below.
- **Peer Review and Assess FOCA-2 Wetland Information.** Rincon will peer review the April 2010 Wetland Delineation report. This report currently does not provide an adequate summary of the sampled data points (with regard to presence of hydrophytic vegetation, soils, and hydrology) and does not provide an acceptable figure showing wetland boundaries. Rincon will summarize the data from the existing wetland report in tabular form by sample point and wetland parameters (soils, hydrology, vegetation), and provide a graphic depicting wetlands under county and federal jurisdiction. If conclusions from the April 2010 report are unclear as to wetland boundaries, and in the event of normal rainfall this fall and winter (2014/2015), Rincon will conduct an independent delineation and evaluation of wetlands. Using current USACE methodology and regulatory guidance (1987 Manual, 2008 Supplement for the Arid West Region, 2010 OHWM Field Guide, etc.), Rincon will confirm or deny the presence of potentially jurisdictional waters of the United States and/or State, including wetlands, within the pond identified as FOCA-2; clearly delineating and differentiating on maps and/or



figures any County, State (CDFW and/or RWQCB) or federal jurisdictional wetlands identified.

- **Update CNDDDB.** Rincon will query and review the California Natural Diversity Database (CNDDDB) and other appropriate websites for special status plant and animal taxa occurrence records within the U.S. Geological Survey (USGS) quadrangles including and surrounding the proposed project, and query and review the California Native Plant Society (CNPS) online Inventory of Rare and Endangered Plants of California for special status plant taxa occurrence records within the USGS quadrangles including and surrounding the proposed project. If new information is found, appropriate changes will be made to sensitive plant and animal species summary tables.
- **Conduct Reconnaissance-Level surveys at RDE's.** Rincon will conduct reconnaissance-level biological field surveys at each RDE and a buffer area to be determined to confirm accuracy of previous studies. Rincon will focus field efforts on ground-truthing existing data and assessing the suitability of habitat on-site to support special status vegetation communities and plant taxa that were identified in previous studies, as well as assessing the suitability of habitat on-site to support special status animal taxa. Up to two maps depicting special status vegetation communities, plants, and animals occurrence locations in the vicinity of each of the proposed Residential Development Envelopes (RDEs) will be prepared by Rincon and used in the assessment of the project's impacts. Spot checks of other habitats on the project site may be performed to provide context to the analysis.
- **Prepare Maps Using Appropriate Methods.** Mapping methods will be based on CNPS Rapid Assessment for shrub, woodland and forest habitats. For grassland habitats, the CNPS "relevé" plot-based techniques shall be utilized within RDE's only if cover values are not clearly over the county threshold of 10 percent relative cover native grassland species. To the extent practicable, maps and community terminology will be based on *A Manual of California Vegetation, Second Edition* (Sawyer, Keeler-Wolf, and Evens 2009). Maps will also identify and discuss Waters of the United States and/or Waters of the State as appropriate. RDE maps shall also include an overlay showing expected fuel management zones, as appropriate.
- **Analyze and Quantify Impacts.** Analysis and quantification of potential direct and indirect impacts to common and special status biological resources, including special status vegetation communities, plants and animals, and any wildlife corridors identified on-site and immediately off-site resulting from the proposed project. Rincon will include clear summary tables of acreages of each vegetative type identified and potentially affected by the project, including any fuel management proposed.
- **Summarize Existing Information on Sensitive Animal Species.** Rincon will summarize existing information on habitats, sensitivities of, and impacts to sensitive bird species such as burrowing owl, grasshopper sparrow, golden eagle, least Bell's vireo, and breeding bird species of special concern, in addition to sensitive amphibians, including California tiger salamander (CTS) and California red-legged frog (CRLF); including specific locality information as available; and consulting local experts as appropriate.



- **Identify Mitigation.** Identification of feasible avoidance, minimization, and mitigation measures with the intent of reducing impacts to biological resources on- and off-site resulting from project development to less than significant levels whenever possible.
- **Analyze Impacts to Least Bell's Vireo.** Rincon will peer review the June 11, 2014 habitat assessment prepared by Cardno Entrix for the Least Bell's Vireo., In addition Rincon will review the modified protocol-level survey report and results, and include appropriate summaries in the EIR. These protocol-level surveys are currently being conducted in the downstream portion of Jesus Canyon Creek and at Basin 3 (FOCA-2). Impacts will be assessed and coordinated with the USFWS Region 8 Office of Migratory Birds as appropriate.
- **Analyze Impacts to Golden Eagle.** Impacts to golden eagle will be assessed and coordinated with the USFWS Region 8 Office of Migratory Birds as appropriate
- **Analyze Impacts to CA Tiger Salamander.** The project site is located on the northeastern edge of the range of the CA tiger salamander, and the northeasterly portion of the project site is outside the range altogether. The nearest known pond is approximately 5.8 miles away in the Los Alamos Valley. In the absence of meaningful rainfall (at least 70% of average), protocol surveys for CTS have not been conducted to date and they will not be conducted within the scope of this EIR. However, several reports documenting field observations have been prepared (Semonsen, 2008, 2010; Cardno-Entrix April, 2011, Cardno-Entrix, January 2014). Therefore, Rincon will analyze impacts to CTS using the best-available information. At a minimum, this will include a census of ground squirrel and gopher burrows within the vicinity of proposed RDE's and access roads to determine the quality of CTS upland habitat and to quantify the distance between suitable upland and aquatic habitats. Maps of known and potential breeding ponds and associated adult and juvenile migratory distances established in Trenham (2001) and Orloff (2009) will be prepared. Impacts will be analyzed in light of these ponds, (and the likely migration distances from them) and CTS habitat suitability on the parcel. As appropriate in consultation with the county, a habitat suitability index may be developed. Regardless, Rincon must assume potential presence in the absence of protocol-level surveys, just based on the information that is already available.

On June 2, 2014, the county received a draft Mitigation Plan for the CA Tiger Salamander prepared by the applicant. This plan currently contemplates Cardno-Entrix developing the habitat suitability index (referred to above) for each RDE, and the plan further suggests that if CTS are found, or if habitat suitability within an RDE is high, certain mitigations will be required for development in that area. As part of the independent EIR analysis, Rincon will peer review this Plan, and Rincon will prepare the habitat suitability analysis.

- **Analyze Potential Impacts to CA Red-Legged Frog.** Cardno-Entrix has prepared a Habitat Assessment Memo addressing CARLF (April 25, 2011 Cardno memo to Andrea Adams of USFWS; attached to a January 27, 2014 Memo from Cardno-Entrix to Susan Petrovich). Rincon will review these reports and analyze impacts to the CARLF based on



the information contained therein. Protocol-level surveys will not be conducted as part of this EIR.

- **Cumulative Impacts.** Rincon will also discuss and evaluate cumulative impacts on biological resources.

Cultural Resources. Rincon cultural resources specialists will review the Phase I Cultural Resource Survey Report to be provided by the applicant for conformance with CEQA. Rincon will also request a search of the Native American Heritage Commission's Sacred Lands File to assess whether resources of significance to Native Americans are present within or immediately adjacent to the project area. The results of these studies will be incorporated into the cultural resources section of the EIR, with mitigation measures if required.

Fire Protection. The proposed RDEs are remote and located in a High Fire Hazard Area. Rincon will meet with County Fire staff to determine approximate response times to the proposed RDEs and the requirements for access, water supply and vegetation clearance. Because these requirements could increase impacts in others areas, such as required grading and vegetation removal, this fire protection needs assessment will precede other impact assessments. Rincon will identify mitigation measures necessary to reduce fire safety impacts to less than significant levels, including cumulative impacts.

Geology. The geological and soil hazards of the project site and surrounding area will be evaluated in this section. The section will describe the geologic setting of the project area and will include a discussion of potential hazards that could affect the proposed development. The RFP lists technical studies provided by the applicant; however the list does not include a geotechnical investigation or soils report. Therefore, Rincon concludes that such reports have not yet been required by the County because of the large parcel sizes that are proposed. Rincon's baseline conditions discussion will therefore be based on information available from locally adopted Seismic Safety/Safety Elements, the California Geological Survey, Southern California Earthquake Data Center, United States Geological Survey, the California Division of Mines and Geology, and the United States Department of Agriculture Soil Conservation Service Soil Surveys for Santa Barbara County. With this baseline information regarding the site, one of our staff geologists will assess proposed road alignments and RDEs for potential hazards any identify any recommendations or alternatives that would reduce impacts to less than significant levels.

Greenhouse Gases (GHG) Emissions. The SBCAPCD has not yet adopted thresholds of significance for GHG emissions; however, Santa Barbara County recommends the use of the recently-adopted San Luis Obispo Air Pollution Control District (SLOAPCD) GHG thresholds. The GHG analysis will evaluate the proposed project's potential contribution to cumulative impacts related to climate change and will include: (1) overview of the types of GHGs and sources and potential environmental effects of GHGs and climate change; (2) overview of the current regulatory framework around GHGs/climate change; (3) quantification of carbon dioxide equivalent (CO₂E) units associated with project construction and operation using CalEEMod; (4) comparison of the net change in CO₂E emissions to the County-recommended SLOAPCD GHG thresholds; and (5) development of mitigation measures for any identified significant impacts. The GHG analysis, conclusions, and any recommended mitigation measures will be described in an EIR impact section.



Hazardous Materials. Rincon's California Registered Geologist will conduct a preliminary review of the site history and preliminary records search to determine whether or not past and present activities onsite and in the site vicinity may create recognized environmental conditions (RECs). This preliminary analysis will include a field visit to inspect the site and surroundings. The findings of this preliminary investigation will be documented in a brief memorandum. If it is determined that no RECs are present, this finding will be documented in the EIR. However, if it is determined that RECs are present, Rincon will prepare a Phase I Environmental Site Assessment (ESA) of the site in accordance with ASTM standards. It should be recognized, however, that the Phase I ESA does not include subsurface soil or groundwater testing. If the Phase I ESA identifies RECs that warrant further analysis, we would notify County staff immediately to determine an appropriate course of action. Depending upon the nature and severity of the RECs, such additional actions could involve Phase II soil or groundwater testing with an amended contract. Rincon will identify mitigation measures to reduce any identified impacts.



5.0 COST SUMMARY

Rincon will prepare the Rancho La Laguna EIR, in accordance with the scope of services outlined in Section 3.0, for a cost not-to-exceed \$123,519. Including the requested 10% contingency, the cost for this scope of services is \$135,871. The attached table provides a breakdown of costs by task and staff level. Overall, we have budgeted 55 hours of Principal- and Senior-level professional time for project management, including oversight of staff and coordination with County staff.

The not-to-exceed cost includes preparation of peer review memos for the various applicant-prepared studies, the Administrative Draft and Draft EIRs, responses to comments on the Draft EIR, the Administrative Final and Final EIRs, and the draft CEQA Findings including Statement of Overriding Considerations. Rincon's scope of work includes the preparation of the EIR sections described in Section 3.0, as well as coordination and review of the Preliminary Policy Consistency section to be prepared by County staff. We have budgeted 48 hours of professional time to respond to comments on the Draft EIR and prepare the Administrative Final EIR, including preparation of the MMRP.

The proposed scope of services and associated costs are fully negotiable to meet the needs of the County of Santa Barbara. Additional work, not included within our proposed work program, will be completed only upon written County authorization in accordance with our Standard Fee Schedule (included in the Appendix to our proposal).

This offer for professional services will remain in effect for a period of 60 days from the date of this proposal. During this period, questions regarding our proposed scope of services may be directed to Mr. Richard Daulton, MURP, Principal, or Stephen Svete, AICP, LEED AP ND, Vice President.



6.0 SCHEDULE

Rincon Consultants has an excellent reputation for adhering to schedules and meeting milestones. We are confident that we can meet the County's scheduling requirements, as set forth in the RFP.

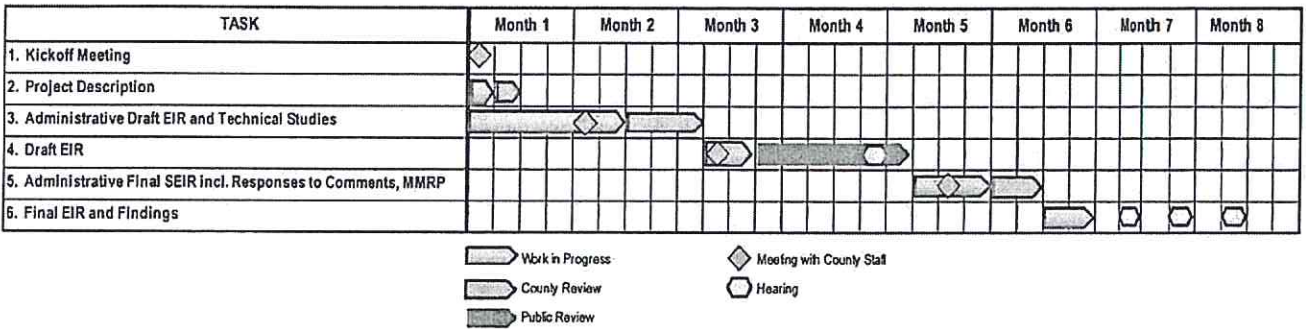
Based on our understanding of the project and the analysis required, we believe that completion of the EIR will require approximately 6 months, with adoption hearings occurring over the subsequent 1 to 2 months. The entire environmental review process is anticipated to take approximately 7 ½ months, as illustrated in the schedule on the following page.

Rincon is accustomed to preparing EIRs on large and/or controversial projects within ambitious timeframes. We have met similar schedules as indicated below on many other EIRs. Our firm's size, flexibility, and dedication to meeting deadlines ensures that we have the resources and commitment necessary to devote to large projects or those with challenging timeframes.

All documents will be delivered electronically compatible with Microsoft Word 2010 and in Adobe PDF format. All copies of the EIR will be printed double-sided on recycled paper stock and comb bound.



Rancho La Laguna EIR
 County of Santa Barbara
Estimated Schedule



7.0 REFERENCES

Rincon is proud of the reputation that it has built over the past 19 years. The following is a select list of our references. We encourage you to contact any or all of the references listed below regarding our performance on recent assignments.

Anne Wells
City of Goleta
(805) 961-7557
awells@cityofgoleta.org

Andrew Carter
City of Guadalupe
(805) 356-3891
acarter@ci.guadalupe.ca.us

Dave Ward
City of Ventura
(805) 677-3964
dward@cityofventura.net

Lucille Breese
Planning Manager
(805) 875-8273
L_BREESE@ci.lompoc.ca.us

Doug Davidson
City of San Luis Obispo
(805) 781-7177
ddavidso@slocity.org



Proposal to Prepare
Rancho La Laguna Project EIR

County of Santa Barbara
Rancho La Laguna EIR
Cost Estimate Table

8/11/2014

Tasks	Cost	Rincon Labor Hours	Rincon Consultants				
			Principal I	Senior Planner/Sci	Staff Analyst III	Graphics	Clerical
			\$180/hour	\$120/hr	\$105/hour	\$75/hour	\$65/hour
1. Project Kickoff Meeting	\$900	6	3	3			
2. Development of the Project Description	\$2,135	20	1	12		6	1
3. Administrative Draft EIR Preparation							
3.1 Executive Summary	\$1,510	13	1	10			2
3.2 Introduction and Environmental Setting	\$1,080	9	1	4	4		
3.3 Environmental Impact Analysis							
Aesthetics/Visual Resources	\$2,615	23	2	14	2	4	1
Agricultural Resources	\$6,130	54	2	34	12	4	2
Air Quality	\$2,705	23	1	17	4		1
Biological Resources	\$8,680	79	3	28	40	6	2
Peer Review	\$1,980	18	1	1	16		
Update CNDDB	\$480	5		1	2	2	
Reconnaissance-level Surveys	\$1,800	16		8	8		
Vegetation Mapping	\$10,530	97	1	42	42	12	
Least Bell's Vireo	\$1,400	13	1	2	8	1	1
California Tiger Salamander	\$6,695	60	1	28	28	2	1
California Red-legged Frog	\$3,855	34	1	16	16	1	
Cultural Resources	\$1,950	16	1	13	2		
Fire Protection	\$2,190	20	1	5	12	2	
Geology	\$3,215	29	1	13	12	2	1
Greenhouse Gases	\$2,705	23	1	17	4		1
Hazardous Materials	\$2,250	21		7	12	2	
3.4 Policy Consistency	\$2,790	23	1	20	2		
3.5 Project Alternatives (3)	\$4,805	44	1	18	20	4	1
3.6 Other CEQA-required Sections	\$1,475	13	1	5	6		1
3.7 Effects Found Not to be Significant	\$2,345	21	1	7	12		1
3.8 Organizations and Persons Consulted	\$480	4		4			
4. Draft EIR Publication	\$3,910	36	2	12	16	4	2
5. Final EIR Preparation							
5.1 Responses to Comments/Admin Final EIR	\$5,650	50	2	22	24		2
Mitigation Monitoring and Reporting Program (MMRP) subtask	\$2,345	21	1	7	12		1
5.2 Final EIR Publication	\$3,670	32	2	16	12		2
5.3 Preparation of draft CEQA Findings	\$2,885	25	2	10	12		1
6. Public Hearings and Meetings (4 hearings, 3 meetings)	\$5,710	46	8	32		4	2
Project Management/Coordination	\$5,170	38	12	24			2
Subtotal Labor:	\$106,040	932	56	452	340	56	28
Additional Costs							
Field Expenses:							
Vehicle (assumes 15 days @ \$135/day (4WD))	\$2,025						
Standard Bio. Field Equip. (assumes 15 days @ \$45/day)	\$675						
Trimble GPS Unit (1 job @ \$190/job)	\$190						
Printing Expenses:							
Project Description (5 hardcopies)	\$50						
ADER (5 bound copies)	\$325						
DER (1 reproducible copy, 50 bound copies)	\$3,570						
AFER (5 bound copies)	\$425						
FER (1 reproducible copy, 50 bound copies)	\$4,335						
Supplies and Miscellaneous Expenses	\$3,881						
General & Administrative	\$1,903						
Subtotal Additional Costs:	\$17,479						
TOTAL LABOR PLUS ADDITIONAL COSTS	\$123,519						
10% Contingency	\$12,352						
TOTAL LABOR + ADDITIONAL COSTS + CONTINGENCY	\$135,871						

Bio Assumptions:

Bio Section (wetlands) - assumes one 8-hour day for 2 biologists

Veg Mapping - assumes four 10-hour days for 2 biologists

LBV - peer review of habitat assessment/modified protocol surveys by Cardno Entrix

CTS Peer Review and Surveys - assumes approx. 100 burrows or burrow complexes investigated/mapped in three to four 10-hour days for 2 biologists

and one 8-hour day for 2 biologists for aquatic sampling

CRLF peer review of habitat assessment and mitigation plan by Cardno Entrix

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 base contract amount, including cost reimbursements, not to exceed \$123,519.00. The total not to exceed cost is \$135,871.00
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Percentage of Total Contract Amount	Milestone Description	Maximum Amount Chargeable
60%	Acceptance of Admin Draft SEIR	\$74,111.40
20%	Acceptance of Draft SEIR	\$24,703.80
10%	Acceptance of Final SEIR	\$12,351.90
10%	SEIR Certification	\$12,351.90

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

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

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, 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, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for 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 if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2014

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

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

PRODUCER License # 0E67768 Legends Environmental Ins. Services 130 Vantis, Suite 250 Aliso Viejo, CA 92656	CONTACT NAME: Michael Manawil
	PHONE (A/C, No, Ext): (800) 992-6999 FAX (A/C, No): (800) 999-3987
	E-MAIL ADDRESS: Michael.Manawil@legends-enviro.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Crum & Forster Specialty Insurance Company NAIC # 44520
INSURED Rincon Consultants, Inc. 253 N Ashwood Ave Ventura, CA 93076	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability <input checked="" type="checkbox"/> Transportation Pol.* GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		EPK-105397	09/22/2014	09/22/2016	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 Transp. Poll.* \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$ \$ \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		EPX-101817	09/22/2014	09/22/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.*			EPK-105397	09/22/2014	09/22/2016	Included in Above GL

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

*Professional Liability and Transportation Pollution are written on a Claims Made basis.

County of Santa Barbara, its officers, agents and employees are included as additional insured with respects to work performed for them by the named insured. Insurance is primary.

CERTIFICATE HOLDER

CANCELLATION

County of Santa Barbara
Planning & Development
123 E. Anapamu Street
Santa Barbara, CA 93101-2058

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III - LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows.

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on a primary and non contributory basis.	Where specified by written contract.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured.	Where specified by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured for Completed Operations Coverage.	Where specified by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2014

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

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


PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Pam Ayerle PHONE (A/C No, Ext): (805) 585-6737 FAX (A/C No): (805) 585-6837 E-MAIL ADDRESS: payerle@tolmanandwiker.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Golden Eagle Ins Corp.	NAIC # 10836
		INSURER B: State Compensation Ins. Fund	35076
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14/15 AU/WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA8962991	12/17/2013	12/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			9086946-2014	2/1/2014	2/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AUTO: Certificate Holder is named Additional Insured per the operations of the Named Insured per the attached GECA701 0107. Endorsements apply only when required by written contract during the policy term.

CERTIFICATE HOLDER County of Santa Barbara Planning & Dev. 123 E. Anapamu St Santa Barbara, CA 93101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Shore/TERIS 

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS

REP C5
9086946-14
NEW
SC

HOME OFFICE
SAN FRANCISCO

EFFECTIVE FEBRUARY 1, 2014 AT 12.01 A.M.
ALL EFFECTIVE DATES ARE AND EXPIRING FEBRUARY 1, 2015 AT 12.01 A.M.

PAGE 1 OF 1

AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

RINCON CONSULTANTS, INC.

180 N. ASHWOOD AVE
VENTURA, CA 93003

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: FEBRUARY 1, 2014

Karol R. V. ...
AUTHORIZED REPRESENTATIVE

Thomas E. ...
PRESIDENT AND CEO

2572

OLD DP 217

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based per with for We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 day, and will only be allowed for a period of time it should take to repair or replace the vehicle reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A. 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.