

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Rincon Consultants, Inc. 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

Shannon Reese at phone number (805) 934-6261 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:	Shannon Reese, Planning & Development, Development Review, 624 W. Foster Road, Ste. C, Santa Maria, CA 93455, FAX: (805) 934-6258
To CONTRACTOR:	Richard Daulton, Rincon Consultants, Inc., 1530 Monterey Street, Suite D, San Luis Obispo, CA 93401, FAX: (805) 547-0900

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 September 3, 2014, and end performance upon completion, but no later than June 30, 2021 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

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

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

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

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

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

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

20. **SECTION HEADINGS**

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

21. **SEVERABILITY**

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

22. **REMEDIES NOT EXCLUSIVE**

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

23. **TIME IS OF THE ESSENCE**

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. **SURVIVAL**

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

32. **PRECEDENCE**

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

33. **SUBCONTRACTORS**

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

34. **HANDLING OF PROPRIETARY INFORMATION**

CONTRACTOR understands and agrees that certain materials which may be provided by COUNTY 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 Statement of Work (time frame and mutually agreeable Statement of Work changes which will not result in a change to the total contract amount) may be authorized by Planning and Development Director, or designee in writing, 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: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
Planning & Development

By: _____
Department Head

CONTRACTOR:
Rincon Consultants, Inc.

By: _____
Authorized Representative

Name: _____
Title: _____

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
Betsy Schaffer
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:
Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

ATTACHMENT A-1: Proposal to Prepare an Environmental Impact Report for the Key Site 3 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. This Proposal has been subsequently amended by Attachment A-2.

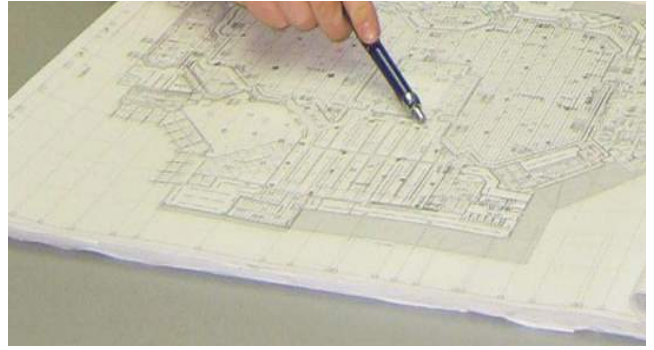
ATTACHMENT A-2: Orcutt Key Site 3 Project Subsequent Environmental Impact Report Re-Initiation and Scope/Budget Amendment Request is incorporated herein by reference. The Scope/Budget Amendment Request describes a revised scope of work and budget estimate for additional review to address the revised project description, incorporate new background reporting (e.g. traffic report), update the cumulative setting, and address the new and revised topics described in the 2019 CEQA Guidelines. This scope of work includes all tasks required to complete the Final SEIR and replaces all remaining tasks covered in the previous contract under County Purchase Order Contract CN17424.

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 90 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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Attachment A-1



Proposal to Prepare

Orcutt Key Site 3 Project

(APN 129-151-026; Project Case #s: 13GPA-00000-00005,
13RZN-00000-00001, 13TRM-00000-00001, 13DVP-00000-00010)

Environmental Impact Report

Rincon Consultants Inc.
July 14, 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

July 14, 2014
Project Number 14-00576

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

Subject: Proposal to Prepare Environmental Impact Report for the Orcutt Key Site 3 Project

Dear Mr. Zorovich:

Rincon Consultants, Inc. is pleased to submit this scope of work to assist the County of Santa Barbara with preparation of the Environmental Impact Report for the Orcutt Key Site 3 Project. This proposal outlines our general approach to major work tasks, and provides a budget estimate and project schedule.

We are particularly enthusiastic about the opportunity to work with Santa Barbara County on this project because we believe that we are uniquely qualified to address the key technical and planning issues associated with the project. Rincon has extensive experience preparing project-level review of controversial residential development projects, and first-hand knowledge of this project in particular. Rincon has provided CEQA analysis for Key Site 3 as part of both the project-specific Orcutt Key Site 3 SEIR and the Focused Rezone Program EIR. Based on this and other large project experience in Santa Barbara County, we are highly familiar with the assessment methodologies, Santa Barbara County policies and procedures, and available data resources that will be needed to address key issues associated with the project.

The combination of highly qualified staff, proven track record preparing EIRs on similar projects, and working knowledge of conditions throughout Santa Barbara County makes Rincon Consultants highly suited to this project. 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 the Orcutt Key Site 3 EIR, and welcome the opportunity to further discuss our proposal with you.

Sincerely,
RINCON CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read "Richard Daulton".

Richard Daulton, MURP
Principal

A handwritten signature in blue ink, appearing to read "Stephen Svete".

Stephen Svete, AICP, LEED AP ND
Vice President

Proposal to Prepare

**Orcutt Key Site 3
Environmental Impact Report**

County of Santa Barbara

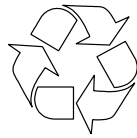
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Attachments:

- Resumes
- Fee Schedule





This proposal was printed on 50% recycled paper with 50% post-consumer content.

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 Orcutt Key Site 3 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 Key Site 3 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

The County of Santa Barbara is seeking the services of a consulting firm to prepare a Subsequent Environmental Impact Report (SEIR) for the Orcutt Key Site 3 project, located approximately 0.5 miles south of the Clark Avenue /U.S. Highway 101 intersection, in the Orcutt area of Santa Barbara County. The following subsections provide a project summary, summary of supporting technical reports, and discussion of previous environmental review.

1.1.1 Project Summary

The proposed project is a request for approval of a Vesting Tentative Tract Map (VTTM), General Plan Amendment, Rezone, and Development Plan entitlements for the 138.6-acre Key Site 3 (the VTTM request includes the 8-acre portion that was rezoned to MR-O as part of the Focused Rezone Program). The project proposes to develop 125 single-family units in a variety of product (small lot, detached cluster homes, and larger single family residences) on the northern portion of the site. In addition, approximately 106 acres (76%) of the site is proposed as open space. The open space area includes the upper mesa bluff area, Orcutt Creek, private parks and trails, public multi-use and hiking trails, landscaped basins, and natural and restored habitat on hillsides and along the creek.

The 160 units in the MR-O portion of the property are not included with this application. However, the subdivision of the MR-O area into 2 lots is part of the proposed project.

The General Plan Amendment is necessary to make technical clarifications to bring the proposed project consistent with the intent of the OCP to allow (under certain conditions which the project meets) up to 125 residential dwelling units and clarify the secondary access point per County staff direction. Consistent with the GPA, the proposed project would change the Land Use Designation of Residential Ranchette with corresponding Zoning of RR-10 to Planned



Development with corresponding Zoning of Planned Residential Development (PRD-125). The Rezone application proposes to establish a PRD zone on 131 acres. The applicant also includes technical text amendments to three OCP policies and development standards to meet the intent of the OCP regarding increased density and clarify the secondary access location.

In accordance with the OCP, primary access to the site will be provided via a new road off of Clark Avenue and through Key Site 2 to the north. In addition, a second road new access road will be linked to Chancellor Street (a private road) which connects to Stillwell Road. The project would include new internal roadways, water, wastewater, and drainage infrastructure.

1.1.2 Supporting Technical Reports

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

- Biological Resources Assessment for Selected Key Sites, prepared by Katherine Rinlaub, July 1995
- Orcutt Community Plan Biological Resources Map
- Sensitive Species and Habitat Survey, prepared by LFR Inc., June 2006
- Supplemental Ecological Assessment (Roads and Infrastructure, prepared by LFR and ARCADIS), October 2009
- Ecological Assessment Update, prepared by ARCADIS, March 2,2010
- Impact Revisions Assessment, prepared by ARCADIS, May, 21, 2013
- Key Site 3 Habitat Restoration Plan, prepared by ARCADIS, November 18,2013
- Key Site 3 Field Survey of Revised Plan, April 2014, prepared by ARCADIS, May 5,2014
- Phase I Archaeological Survey for the Orcutt Community Plan, prepared by ISERA Group Inc., June 1995
- Phase I Archaeological Surface Survey for the KS-3 Project, prepared by Thor Conway of Heritage Discoveries Inc. in November of 2009
- Phase I Archaeological Surface Survey for Road Corridors at the KS-3 Project, prepared by Thor Conway of Heritage Discoveries Inc. in December of 2009
- Archaeological Subsurface Testing Study, prepared by Thor Conway of Heritage Discoveries Inc. in September of 2006
- Phase 1 Archaeological Study, conducted by Robert J. Wlodarski of Historical Environmental Archaeological Research Team (HEART) in November 2006
- Geologic Hazards Report, Orcutt Key Site 3, Earth Systems Pacific, March 16, 2006
- Sound Level Assessment, prepared by 45dB.com, September 4, 2013
- Sewer Study, prepared by Penfield & Smith, May 2013
- Traffic and Circulation Study, prepared by Penfield & Smith, November 18,2013
- Preliminary Drainage Study, prepared by Penfield & Smith, May 2013

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

1.1.3 Previous Environmental Review

Development of the project site has been evaluated in three previous EIRs, two of which were certified by the County. Rincon has a deep understanding of the previous environmental



review, having prepared two of these three EIRs for the County. The Orcutt Community Plan (OCP) EIR analyzed the general environmental effects of the proposed community plan as a whole and also evaluated more specific impacts pertaining to 45 different “key sites” that were identified in the OCP as areas where future development would likely occur. Key Site 3 was one of the sites identified by the OCP, and future development of this site was therefore analyzed at a program-level in the OCP EIR. However, the development in the current proposal, when included with the 160-unit multi-family residential development on a portion of the Key Site 3 property in the 2008 Santa Barbara County Housing Element Focused Rezone Program, is greater in scale and geographic extent than the development evaluated in the OCP EIR. The OCP EIR analyzed the development of 212 units and designated the southern half of the site as subject to the Open Space Overlay. Environmental impacts resulting from the development of 160 affordable multifamily housing units on the 8-acre portion of Key Site 3 were evaluated in the Focused Rezone Program EIR prepared by Rincon. A project-level SEIR was also prepared by Rincon for a previous version of the project, but the project was not approved and the SEIR was not certified.

The current project represents a subsequent action related to the OCP and corresponding EIR. Insofar as the site specific applications now being reviewed could result in new or substantially greater significant environmental impacts than those identified and adequately analyzed in the OCP EIR and Focused Rezone Program EIR, a Subsequent Project EIR must be prepared to analyze such new or substantially greater impacts in accordance with Section 15168 of the California Environmental Quality Act (CEQA) Guidelines, as well as Article V, Section E, 4 of the County of Santa Barbara Guidelines for the Implementation of the California Environmental Quality Act of 1970, as Amended (Last Revised 11/22/05). To the extent that the OCP EIR and Focused Rezone Program EIR adequately analyzed environmental impacts from the development of Key Site 3, the Subsequent Project EIR may rely on that analysis and/or incorporate it by reference, thus focusing on effects not analyzed adequately in the OCP EIR and Focused Rezone Program EIR for Key Site 3. The impacts identified in the OCP EIR, Focused Rezone Program EIR, and Notice of Preparation (NOP) process and Environmental Document Scoping meeting will be utilized as a baseline in determining potential impacts of the proposed project that must be analyzed in the Subsequent Project EIR.

Although the previous Key Site 3 Project SEIR was not certified and therefore cannot be used for tiering, much of the information contained in the document, once confirmed, is expected to be applicable to the current assessment. As described above, several updated environmental review technical studies are also available for review and incorporation into the SEIR, as applicable.



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 relevant EIRs for Santa Barbara County, including the **Orcutt Key Site 3 Project SEIR, Santa Barbara County Housing Element Focused Rezone Program EIR, New County Jail Subsequent 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.

Orcutt Key Site 3 Subsequent EIR

County of Santa Barbara

Rincon Consultants prepared an SEIR for the County of Santa Barbara that studied 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.

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 (one of which is located on Key Site 3) 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.

Bradley Village (Key Site 30) Subsequent EIR

County of Santa Barbara

Rincon 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.

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.



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.

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.

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.

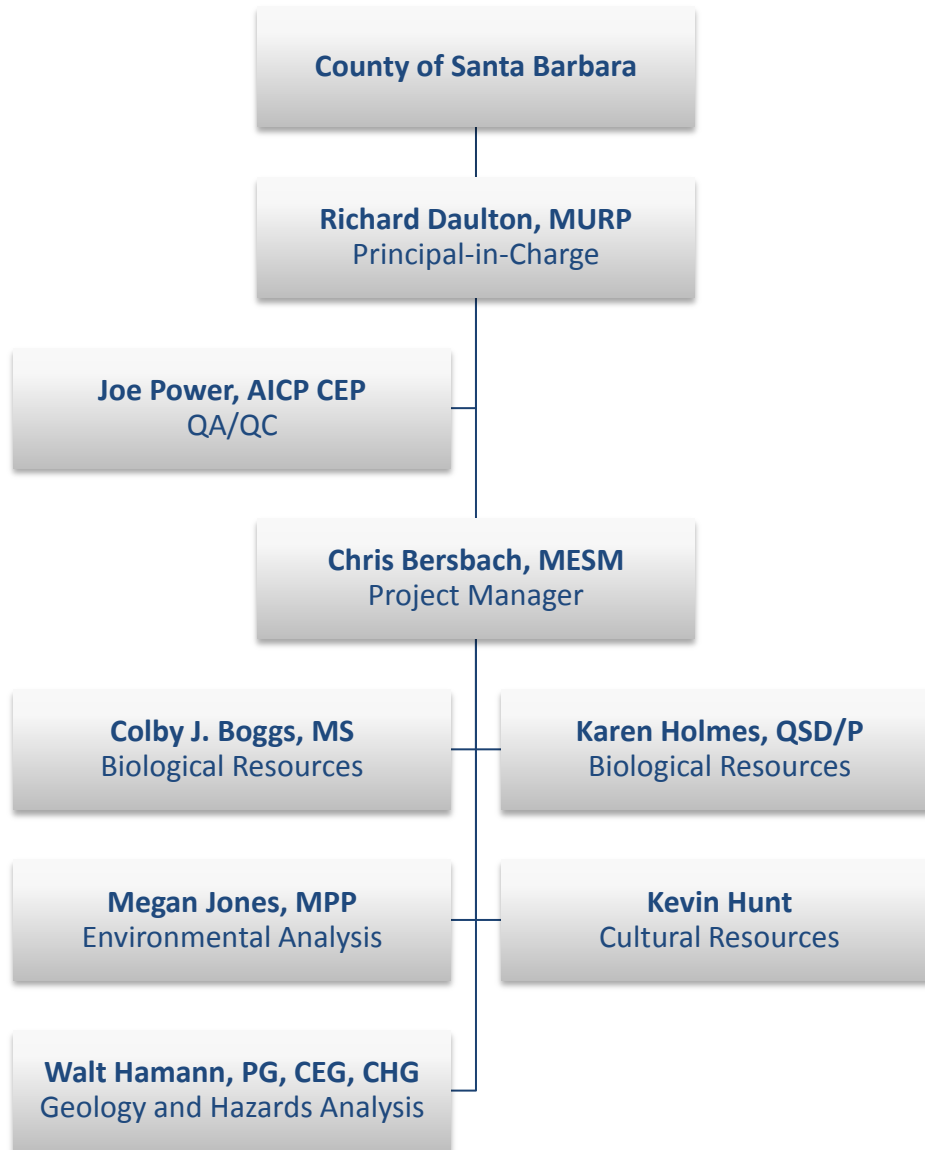
Richard Daulton, MURP, Principal and Operations Manager of Rincon's San Luis Obispo office, will serve as the Principal-in-Charge of the EIR. Mr. Daulton has over 18 years of experience preparing CEQA and NEPA environmental documents for projects located throughout California. He has overseen EIRs for some of the most controversial and complex projects on the Central Coast, including the Orcutt Key Site 3 SEIR, Housing Element Focused Rezone Program EIR, Orcutt Key Site 30 EIR, and Santa Ynez Valley Community Plan Update EIR for the County of Santa Barbara. He also prepared the 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.



Team Organization Chart



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.

Karen Holmes will serve as biological analyst 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. 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.

Megan Jones, MPP, Senior Planner with Rincon will conduct environmental analysis for 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.



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

Rincon will analyze, update as necessary, and edit existing information to provide an environmental document that meets the requirements of CEQA and that focuses on those mitigation measures that are required based on the results of the analysis. Previously developed environmental analysis will be critically reviewed, but if confirmed will be used to the extent possible. Our understanding of environmental issues on the project site due to our experience preparing previous EIRs on the site will allow us to efficiently focus the analysis on information that requires updating.

Rincon will prepare the EIR as a Subsequent EIR that tiers from the Orcutt Community Plan (OCP) EIR, in accordance with Sections 15162 and 15168 of the State CEQA Guidelines. Rincon will incorporate information from the certified OCP Program EIR, Focused Rezone Program EIR, and Key Site 3 Project EIR into the Subsequent EIR, as appropriate. The Subsequent EIR will incorporate the OCP Program EIR alternatives analysis by reference. However, an evaluation of three additional project alternatives will be provided.



The general scope of work described below includes the preparation of a Project Subsequent Environmental Impact Report (SEIR) for the proposed project. The Subsequent EIR will be prepared using a format that is similar to Volumes I and II of the OCP FEIR. Preparation of the SEIR will include the following tasks:

Kickoff Meeting

Within 10 days of authorization to proceed, Rincon will organize a kickoff meeting with County staff, and members of the applicant group (if appropriate). 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 and applicant an opportunity to discuss responses to the Notice of Preparation (NOP), which we understand was circulated concurrently with the RFP, as well as input received at the EIR scoping meeting. This step will clarify the environmental concerns of the community and other agencies, allowing the team to verify the scope of the study. We will also have an opportunity to identify the cumulative projects list and the nature of the alternatives to the proposed project that will be addressed in the SEIR.

Administrative Draft SEIR

The SEIR will be prepared in accordance with the State CEQA Guidelines, which set the standards for adequacy of an EIR. Specifically, the State CEQA Guidelines declare 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.

To the extent possible, Rincon will incorporate information from existing environmental and planning documents that may be applicable to the site and project. Especially relevant will be technical studies prepared for the project.

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

- *Each potential environmental impact;*
- *The level of significance of each impact;*
- *Mitigation measures required; and*
- *The residual impacts after mitigation.*

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

Introduction and Environmental Setting. The SEIR will provide introductory sections (required by CEQA) that lay the groundwork for and summarize the substantive analysis to follow. The Introduction will describe the purpose and legal authority of the study, and provide a discussion of lead, responsible and trustee agencies. The Introduction will also include a summary of the previous CEQA review conducted for the site, and its applicability to the currently proposed project. The environmental setting will provide a general description of the existing urban and rural geographic character of the Orcutt area and the immediate site vicinity.

Project Description. We will prepare a detailed Project Description for incorporation into the EIR. This review is critical, since it forms the basis for environmental evaluation under CEQA. The project description will include:

- *An explanation of proposed land use changes and lot layout;*
- *Description of proposed open space;*
- *Discussion of infrastructure service providers and methods for providing future service;*
- *Discussion of primary and secondary access;*
- *A focused explanation of planned grading modifications;*
- *Discussion of storm water management approaches for the site;*
- *Description of construction activities and timing;*
- *Other features that have been incorporated into the project to minimize potential environmental or land use conflicts.*

Three additional alternatives will be analyzed in the EIR, in addition to the No Project Alternative and those addressed in the OCP EIR. The description for these alternatives would be approved by the County. The OCP Program EIR alternatives analysis will be incorporated by reference into the EIR.

Environmental Impact Analysis. Each environmental issue addressed in the EIR will have four main subsections:

- *Setting;*
- *Impact analysis;*
- *Mitigation measures; and*
- *Level of significance after mitigation.*

The setting will be based on existing data sources, including the County's Comprehensive Plan and ordinances, and other relevant environmental documents prepared during recent years. The EIR setting will also utilize information contained in the OCP Program EIR. Where appropriate, setting information will be updated to reflect new information about the project site or environmental conditions.



Environmental impact thresholds that were provided in the OCP FEIR will be used in the SEIR. It is our understanding that the County will provide current thresholds for use in preparing the SEIR. Each impact discussion will summarize the conclusions of the OCP FEIR and/or Focused Rezone Program EIR, as applicable. Where possible, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Cumulative impacts will be discussed within this analysis, but at a lesser level of detail than the project-specific impacts. Mitigation measures may include a range of design measures and programs. Mitigation measures that were identified in Volumes I and II of the OCP FEIR will be provided as appropriate, along with new project-specific mitigation measures that may be required. All mitigation measures will be presented in wording that can be directly applied to conditions of approval and will include monitoring requirements. All impacts will be classified as Class I, Class II, Class III or Class IV, and the significance remaining after mitigation shall include a discussion of the effectiveness of the mitigation measures and monitoring procedures.

Alternatives. Three alternatives, in addition to those evaluated in the OCP EIR, will be identified during the course of the study in consultation with County staff. 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. For each of the selected alternatives, each environmental issue area will be briefly evaluated in a qualitative manner to determine if the alternative would have the potential to result in greater, similar, or reduced environmental impacts when compared to the impacts of the proposed project. Where appropriate and feasible, quantitative comparisons will be provided. The results of the alternatives analysis will be summarized graphically on a comparison matrix. This section will also identify the "environmentally superior alternative." If the No Project Alternative is determined to be environmentally superior, the EIR will identify the environmentally superior alternative among the remaining scenarios.

Effects Found Not to be Significant. Based on the Initial Study that was prepared for the project, the EIR will include a section describing the issues for which a less than significant impact is anticipated. This section will include sufficient evidence to support less than significant impact findings. Issues to be addressed in this section include:

- Agricultural Resources
- Energy
- Hazardous Materials
- Historic Resources
- Recreation

Other CEQA-Required Sections. The EIR will include all other sections required by the *State CEQA Guidelines*.

County Review of the ADEIR

Rincon will provide five copies of the ADEIR for staff review. Thereafter, key consultant team members would meet with the staff in order to discuss any concerns, modifications, and input to the analysis and proposed mitigation measures. Rincon assumes that all comments will be



delivered in one volume, clearly indicating the requested changes. It will be the responsibility of County staff to resolve internal inconsistencies among staff comments.

Publication of the Draft EIR

This task involves the production, editorial work, and communication processes anticipated to publish the Draft EIR for public review and comment. We understand 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. In addition, we have assumed that the County will give notice to all organizations and individuals who have expressed interest in receiving such notice, and the notice will also be published in a local newspaper. We have included publication of one reproducible copy, one reproducible and downloadable CD, and 50 hard copies of the document.

Meetings and Public Hearings

Rincon's Project Manager will attend up to three project meetings and four public hearings, assumed to be two Planning Commission hearings and one Board of Supervisors hearing. Attendance would include oral presentations to the hearing body and graphic presentations, if necessary. These hearings can be scheduled and selected at the County's discretion. We would attend additional hearings on a time-and-materials basis, in accordance with our schedule of fees.

Final EIR

The final formal stages of the EIR process involve responding to comments, public hearings, and final publication tasks. At this point, all of the discretionary permit applications and the Draft EIR are brought together for final public governmental scrutiny leading to decisions regarding approval. Through this process, final changes and policy decisions concerning the project are made. Our work effort regarding this task is delineated below.

Response to Comments / Preliminary Final EIR. Subsequent to receipt of all public comments on the Draft EIR, Rincon will submit five hard copies of the draft responses for County review, including any added or substantially revised sections of the Draft EIR that may be necessary. This scope of work assumes that no more than 48 hours of professional time will be required to respond to public comments on the Draft EIR. The final version of the response to comments will be incorporated into the Final EIR. Subsequently, we will modify as necessary any data in the EIR that requires such a step.

Publication of the Final EIR. Subsequent to County certification of the EIR, Rincon will print one reproducible copy, one reproducible and downloadable CD, and 35 hard copies of the document. This scope of work assumes that the County will be responsible for making hard copies for distribution. Upon certification of the Final EIR and project approval, we understand that the County will be responsible for filing a Notice of Determination with the County Clerk's office.



CEQA Findings

Rincon will prepare the CEQA findings for the project. CEQA Guidelines §15091 requires that no public agency approve or carry out a project, for which an EIR has been completed and identifies one or more significant effects, unless the public agency prepares findings for each significant effect. The findings will include information related to whether those significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the EIR. CEQA Guidelines §15093 requires that when an agency approves a project that will have a significant adverse environmental effect that is unavoidable, the agency must make a Statement of Overriding Considerations. If a significant and unavoidable impact is identified in the EIR, Rincon will prepare the Statement of Overriding Considerations. Rincon will provide an administrative draft of the CEQA findings to the County for review and comment.

Mitigation Monitoring and Reporting Plan

Rincon will prepare the Mitigation Monitoring and Reporting Plan as required by CEQA. The Mitigation Monitoring and Reporting Plan will be provided in a format designed for use by planners or code enforcement officers. Essentially, this plan will take the form of a detailed table. The table will compile all of the adopted mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure. The program would include:

- *Suggested wording as a condition of approval;*
- *Identification of persons/agencies responsible for monitoring compliance with each condition;*
- *Timing when monitoring must occur;*
- *Frequency of monitoring; and*
- *Criteria to be used to determine compliance with conditions.*

4.3 TECHNICAL ISSUES

The technical approach to analyzing each potential environmental issue is described herein. Based on review of the Initial Study prepared for the project, the following environmental issues will be addressed in the EIR.

- *Aesthetics/Visual Resources*
- *Air Quality*
- *Biological Resources*
- *Cultural Resources*
- *Fire Protection*
- *Geologic Processes*
- *Land Use*
- *Noise*
- *Public Services*
- *Transportation/Circulation*
- *Water Resources/Flooding*



As a tiered document, the EIR will reference relevant analyses from the OCP EIR where applicable, rather than duplicating discussions.

Aesthetics/Visual Resources

The OCP EIR identified Key Site 3 aesthetic impacts from the loss of open space character and the unobstructed views experienced by adjacent residents and travelers on Highway 101. The proposed development may also be readily visible to travelers along local roadways and existing single-family residences to the west. The site is located at a transition between urban and rural uses. Implementation of the proposed project would represent a major change in visual character for the currently undeveloped subject site, and one that could be seen by numerous viewers every day. Rincon proposes to briefly incorporate the OCP EIR discussion of Class I, *Significant and Unavoidable*, impacts related to changes to the aesthetic character of the site. The EIR will focus on analyzing what, if any, further specific mitigation measures may be required to reduce visual impacts due to the anticipated development and will specifically address impacts on the public views from Highway 101 due to the conversion of open space/agriculture to residences, change to the visual character of an area with the addition of new residences, glare or night lighting which may affect adjoining areas from new residences, and loss of open space south of Orcutt Creek. Specifically, this section will include the following tasks:

- Identification of the existing visual resources of Key Site 3 and its surroundings, including the site's physical attributes, its relative visibility from area roads, trails, and residences, and assess potential impacts to these resources from development of the proposed project including future residences and accessory structures.
- Identification of the existing character of public views across, into, and out of the site and assessment of potential impacts to these views from residential development on the proposed lots.
- Peer review of the visual simulations to aid in the analysis of visual impacts of the proposed project, including potential future residential development. This scope of work assumes that the peer review will determine that the visual simulations are adequate for CEQA analysis purposes.
- Identification of the night time setting and character of the site and surrounding area and assess the potential impacts to this nighttime character from proposed development.
- Identification of any impacts to the existing character of the project site and the integrity of the site's visual character from proposed development.
- Analysis of cumulative impact levels and the contribution of the proposed project to these cumulative impacts.
- Identification of mitigation measures as necessary and residual impacts.

Air Quality (Including Greenhouse Gas Emissions)

Although the OCP EIR evaluated air quality impacts associated with the development of Key Site 3, impacts from the proposed project are anticipated to be greater due to increased site disturbance and vehicle trips generated. In addition, compliance with National Ambient Air Quality Standards (NAAQS) in the South Central Coast Air Basin may have changed



substantially since the OCP EIR was certified in December 2005. Additionally, the EIR will quantify criteria pollutant and GHG emissions estimates using the CalEEMod model.

The air quality section will be prepared in accordance with the methodologies outlined in the Santa Barbara County Air Pollution Control District (APCD) *CEQA Air Quality Handbook*. Emission factor data will also be obtained from EPA AP-42, *Compilation of Air Pollutant Emissions Factors*, 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. APCD recommended mitigation measures will be incorporated.

Potential long-term emissions associated with project implementation would primarily be a result of increased traffic and/or increased vehicle miles traveled. Mobile emissions will be associated with commuter vehicle use by new residents. Vehicle usage factors to be employed in the analysis will be coordinated with the traffic study and will include:

- *Number of vehicle trips;*
- *Percent cold-hot start;*
- *Types of trips and average speed; and*
- *Vehicle miles traveled per day.*

Both long- and short-term impacts are expected. Potential air quality impacts associated with long-term emissions are anticipated at the site as the combined number of residences and square footage of senior support uses under the project would exceed the County's *Environmental Thresholds and Guidelines Manual* significance thresholds. The EIR will estimate and analyze the significance of these potential impacts and develop appropriate mitigation for all impacts identified.

The EIR will also estimate short-term emissions generated during the demolition, site preparation, and construction for the project facilities as a whole and individually for all phases of development. The analysis will address fugitive dust resulting from demolition, grading and materials handling, construction workers' vehicular traffic, and 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 residential uses will also be addressed.

Cumulative impacts will be addressed based on pending projects that are envisioned in the immediate area as defined at project initiation. The impact analysis will also include a generalized review of consistency with regional planning efforts such as:

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

Specifically, this section will include the following:

- Brief update of current air quality setting as necessary.



- Assessment of air quality impacts associated with grading, and construction and long-term operational activities from development of 125-unit residential project, including an evaluation of the Greenhouse Gas (GHG) emissions and climate change impacts. The assessment will include a quantification of emissions from project sources, direct and indirect, as applicable.
- Assessment of long-term air quality impacts and health risks associated with air toxics related to Highway 101 on prospective residents of the proposed project, based on existing information.
- Identification of mitigation measures as necessary, including standard emission control conditions applied by the APCD.
- Assessment of whether the proposed project is consistent with the regional growth assumptions in the 2010 Clean Air Plan.
- Assessment of cumulative air quality impacts as well as the project's contribution to those impacts.
- Assessment of any residual impacts of the project.

Biological Resources

The biological resources evaluation will involve a review of existing literature sources (including three updated biological resource studies prepared by ARCADIS), research using the California Natural Diversity Database, the OCP EIR, published critical habitat information, and recent EIRs to identify the extent of potentially sensitive biological resources known to occur at the site. The site will be surveyed by qualified biologists to determine the presence or absence of special status species, sensitive habitats, and wildlife movement corridors. We will also contact the resource agencies for information that they may have regarding listed species in the project's vicinity.

Habitat type base maps will be prepared using available digital and/or hard copy aerial photograph or other suitable scaled base map that we assume will be available from the County or project applicants.

The OCP EIR identified several biological resources impacts associated with development of Key Site 3, including: impacts on non-native grassland, coyote brush scrub, oak woodland/scrub, and sage scrub habitat; removal of riparian vegetation and disruption of riparian woodland; direct and indirect impacts on wildlife; and potential contamination of Orcutt Creek). Rincon biologists will conduct a field survey to evaluate potential loss of onsite vegetation / habitat, indirect impacts to off-site vegetation / habitat, impact to on-site drainages, creeks, riparian habitat, and construction impacts and operational impacts, associated with the proposed project. Recent changes to special status species listing status, and changes to on-site habitats since preparation of the OCP EIR will be evaluated and incorporated in the EIR.

Specifically, this section will include the following:

- Ground-truthing of the plant community mapping included in the ARCADIS May 21, 2013 report.



- Assessment and description of current baseline conditions and habitat quality and rarity throughout the site, with particular emphasis on identifying endangered, threatened, rare, and locally sensitive species, habitats, and plant communities within and in close proximity to the proposed development and access roads.
- Assessment of direct and indirect, short- and long-term impacts to existing biological resources from proposed development, including, but not limited to: loss of habitat, sedimentation from grading and site preparation efforts, and indirect impacts of increased human activity and night lighting.
- Evaluation of impacts to listed species and other regulated resources, if any, and discuss role of other regulatory agencies (e.g. USFWS, CDFW, USACE, etc.).
- Identification of feasible mitigation measures, if any, and identification of residual impacts.
- Assessment of cumulative impacts to biological resources and the project's contribution to those impacts.

Cultural Resources

The EIR will evaluate the potential to unearth archaeological or paleontological resources or human remains on the site, including portions below the bluff and north of Orcutt creek. The evaluation will be based on review of existing literature and existing field surveys of the site. All of Key Site 3, including the focused rezone area and roadway corridors, has been surveyed for cultural resources. Four archaeological sites are recorded within Key Site 3. A Phase 2 subsurface testing program was conducted in order to define the site boundaries and contribute to significance evaluations. Subsurface artifacts were discovered at three of the four sites. These sites are therefore potentially archaeologically significant. As currently proposed, development would not occur on any of the four sites. However, these four sites would have additional exposure as a result of their proximity to the developed areas and increased public access. Given the cultural sensitivity of the site, grading and site preparation could result in potentially significant impacts to unknown archaeological resources. This section will also evaluate potential indirect impacts on cultural resources associated with greater concentrations of people on the site.

Specifically, this section will include:

- Incorporation of the results of the previous Phase I studies.
- Incorporation into the document the results of the SB 18 Consultation conducted by Santa Barbara County.
- Analysis of the impacts of the project and identification of mitigation measures as necessary.
- Assessment of the cumulative impacts to cultural resources and discuss the project's contributions to those impacts.
- Assessment of any residual impact levels.

Fire Protection

This EIR section will focus on project impacts related to wildland fires, and will address impacts related to site access. Rincon will verify and summarize the conclusions of the OCP EIR regarding wildlife fire hazards on the site.

The fire hazard analysis will be conducted in consultation with the County Fire Department, whose standards will be used. Fire hazard designations for the site will be identified and the potential for the project to increase fire hazard exposure will be assessed.

Specifically, this section will include the following:

- Coordination with Fire Department representatives to confirm adequate water pressure, fire hydrants, emergency access and otherwise comply with the Fire Department's development standards.
- Determination of the required extent of defensible space and any necessary vegetative management requirements.
- Identification of mitigation measures as necessary to further reduce fire safety impacts to a less than significant level. In part, the mitigation measures will ensure that the applicant's proposed improvements and measures to minimize impacts to fire protection comply with applicable development standards.
- Evaluation of cumulative fire protection impacts of the proposed projects and other similar past, present and probable future projects in the area.
- Identification of any residual impacts of the proposed projects after implementation of mitigation measures.

Geologic Processes

As described in the *Geologic Hazards Report, Orcutt Key Site 3 South of Clark Avenue, West of Highway 101, Orcutt Area, Santa Barbara California* (Earth Systems Pacific, dated March 16, 2006) ("GHR"), the proposed project is anticipated to result in generally similar geologic impacts when compared to the conceptual development evaluated in the OCP EIR. This section will validate the findings and recommendations of the geotechnical study based on a peer review of the study and the OCP EIR. In addition, this section will be based on existing literature sources including the County Comprehensive Plan, the NRCS Soil Conservation Service Soil Survey, and other readily available sources. Specific mitigation requirements will be identified for each hazard identified.

Specifically, this section will include the following:

- Confirm analysis provided in Earth Systems Pacific Soils Engineering Report (March 16, 2006) for the project site.
- Assess the geologic impacts associated with grading and site preparation for the proposed project.
- Assess the adequacy of recommended mitigation measures in the Earth Systems Pacific Soils Engineering Report (March 2006) and revise, add to, or amplify as necessary.



- Identify residual impact levels of the project after mitigation.

This scope of work assumes that the peer review of the geotechnical study prepared for the project will deem the study to be adequate to address the relationship of the project to identified CEQA significance thresholds with minimal additional analysis.

Land Use

In many ways, the land use section serves as a summary of the environmental issues discussed in detail elsewhere in the EIR. This is because planning policy statements are commonly intended to lead the planner to areas of technical inquiry to establish a finding. In fact, many land use compatibility issues are directly related to other environmental issues. Biotic and natural resources, agriculture, traffic, light and glare, air quality, and aesthetics all enter into land use compatibility discussions. Therefore, this section of the EIR serves to re-focus the discussion into a planning and policy perspective.

The policy consistency analysis requires a thorough review of the project against the various regulatory documents adopted by the County and other Responsible agencies. A detailed plan and ordinance review will be conducted, supplemented by field visits to verify the existing use patterns both at and adjacent to the project site. The land use analysis will include an evaluation of policy consistency with the County of Santa Barbara regulatory environment. This will include the review of the adopted elements of the Orcutt Community Plan, County Comprehensive Plan, County Zoning Ordinance, Clean Air Plan, Water Quality Control Plan for the Central Coast Basin, and other relevant planning programs. The project will also be evaluated against biological and other resources protection policies of agencies such as the Central Coast Regional Water Quality Control Board and California Department of Fish and Wildlife.

Mitigation measures may include siting recommendations, buffer systems or lighting controls (to address noise, light and glare, and nuisance contact), design recommendations (setbacks on-site, drainage control systems etc.), use limitations, and other amenities (access roads, driveways, water lines, infrastructure etc.).

Rincon will organize and synthesize the various concerns into a coherent land use analysis. This will assist decision-makers in their review of the project by providing technical and empirical evidence backing findings and conclusions.

The OCP EIR identified Key Site 3 agricultural resources impacts from conversion of agricultural lands to urban use. Rincon proposes to briefly incorporate the OCP EIR discussion of Class I, *Significant and Unavoidable*, impacts related to agricultural resources impacts. Recent Natural Resource Conservation Service (NRCS) soils data and Farmland Mapping and Monitoring Program data will be reviewed to describe the general suitability of the site to support agricultural activities. The impact evaluation will verify the conclusions of the OCP EIR and describe the extent to which the proposed project will exceed previously identified agricultural impacts. As necessary, mitigation measures will be developed for agricultural impacts identified.



Specifically, this section will include the following:

- Evaluation of consistency with land use policies such as those contained in the Orcutt Community Plan and Comprehensive Plan.
- Assessment of the character of surrounding land use and development and analysis of the compatibility of the proposed project development with that character.
- Identification of mitigation measures, if any, to reduce land use impacts and resulting residual environmental effects.
- Assessment of cumulative impact levels and the contribution of the proposed project to these cumulative impacts.
- Identification of residual impact levels of the project after mitigation.

Noise

Implementation of the project has a potential to add trip volumes to local roadways that would generate linear noise source conditions. In addition, grading and other construction activities would generate new short-term noise during the construction phase. The EIR will quantify short-term construction and long-term operational noise impacts related to the extension of roads and implementation of building sites. This section of the EIR will focus on the current and future estimates of traffic noise on future occupants of the proposed project site and surrounding sensitive land uses such as neighboring residential areas to the north.

The criteria used to determine the significance of any impacts will be noise specific ordinances of the County of Santa Barbara and the County Comprehensive Plan Noise Element policies. The Noise section of the EIR will be prepared in accordance with the *Guidelines for Noise Study Reports as Part of Environmental Impact Reports* issued by the California Department of Health Services, Office of Noise Control.

Rincon proposes to quantify existing and future noise levels using the methodology employed by the FHWA Traffic Noise Model. The model has been modified to use the California vehicle noise emission levels (CALVENO) in conjunction with the traffic forecast and distribution data to identify where project related traffic may impact such uses. Traffic generated by implementation of the project and each alternative will be added to the current traffic volumes and the incremental noise level increases will be calculated. Noise exposure will be assessed in terms of Community Noise Exposure Levels (CNEL).

Short-term noise impacts associated with construction may adversely affect adjacent residential uses. The primary construction noise source will be heavy equipment noise associated with grading of the site. Construction noise will be evaluated based on the type and number of equipment and the time and duration of equipment usage. We will employ a methodology that sums the individual maximum noise levels of the equipment typically used during grading. Noise levels associated with construction activities will be quantified and projected at sensitive use areas for the project and alternatives.

Mitigation requirements will be established and conditions of project approval will be set forth for noise impacted areas, if necessary. Mitigation measures may include restrictions on construction equipment usage, the construction of temporary sound barriers, recommendations

for the re-routing of traffic, or the use of setbacks and sound barriers (walls or berming) to reduce traffic noise levels associated Highway 101.

Specifically, this section will include the following:

- Analysis of potentially new or substantially greater environmental impacts due to noise generated by short-term construction and long-term operational noise.
- Verification of analysis provided in Sound Level Assessments of 45dB.com for the project site.
- Assessment of the adequacy of recommended mitigation measures in the 45dB.com Sound Level Assessment and revise, add to, or amplify as necessary.
- Assessment of cumulative impact levels and the contribution of the proposed project to these cumulative impacts.
- Identification of residual impact levels of the project after mitigation.

Public Services

This section will investigate the effect of the proposed project on fire, police protection, health care services, and energy sources. In addition this section will be coordinated with the Water Resources/Flooding section to address the adequacy of storm water control infrastructure.

The OCP EIR identified significant impacts on elementary schools associated with students generated by development of Key Site 3. The EIR will contact the applicable school district(s) to evaluate the potential for students generated by the proposed project to adversely impact projected area school capacities.

The proposed project would generate additional population, and extend the response areas for local law enforcement and fire protection agencies, and health care services. For these reasons, the EIR will evaluate any new or substantially greater environmental impacts related to the need for increased fire protection, police protection and health care services, the distance from police, and health care services.

This section will involve contact with local service providers and quantification of existing and projected services levels. Fire protection officials will be contacted to evaluate site design requirements, emergency response times, adequacy of emergency services, fire flow, road width/grade, ingress/egress requirements, and other issues that may have an adverse effect on fire protection capabilities. Law enforcement officials will similarly be contacted to identify any special requirements associated expanding service into the project area.

Rincon will analyze water demand in light of the project scope and potentially changed circumstances to determine if water resource impacts (near term and cumulative, long-term) will be potentially significant or require further mitigation beyond that required in the OCP EIR. This section will examine the water demand generated by the proposed project and compare this new demand to the water supply allocation for the site and to any additional water supplies that may be available. This section will examine water resource availability as well as infrastructure needed to serve the proposed new development. In addition, the results

of the Sewer Study prepared by Penfield & Smith, May 2013, will be reviewed and incorporated into the EIR analysis.

Specifically, this section will include the following:

- Update of information on school populations and capacities.
- Confirmation of the water demand for the project based on proposed development acreage, number of residences, and consumptive use factors that are contained in the *County's Environmental Thresholds Manual*.
- Assessment of the impacts of the project on solid waste and wastewater and identification of additional mitigation measures as necessary.
- Assessment of the cumulative solid waste and wastewater impacts and the project's contribution to those impacts and identification of mitigation measures as necessary.
- Identification of any residual impacts upon implementation of mitigation.

Transportation/Circulation

Penfield & Smith coordinated with the County of Santa Barbara to produce the Key Site 3 Project Traffic and Circulation Study (Penfield & Smith, May 2013). The study concludes that Clark Avenue in the vicinity of Key Site 3 would continue to operate at Level of Service ("LOS") A under existing and future conditions. All study-area intersections are predicted to operate at LOS C or better and thus, would not generate any project-specific impacts. With regards to cumulative + project impacts, the project would generate impacts at the Clark Avenue/U.S. 101 interchange during PM peak hour. The Project should not result in new or substantially greater significant environmental impacts than those identified and evaluated in the OCP EIR for impacts to Clark Avenue. The traffic and circulation study will be reviewed and incorporated in the EIR. The EIR will also evaluate short-term construction-related traffic impacts, potential impacts on public and alternative transportation, and the adequacy of emergency access to Key Site 3 in light of the specific access plans.

This scope of work assumes that the peer review of the traffic study prepared for the project will deem the study to be adequate to address the relationship of the project to identified CEQA significance thresholds with minimal additional analysis.

Specifically, this section will include the following:

- Independent evaluation and explanation of the results of the traffic study.
- Assessment of cumulative and buildout impacts to transportation/circulation (intersection and segment analysis) and identification of the project's contribution to those impacts.
- Identification of mitigation measures to reduce impacts to less than significant levels, if applicable.
- Assessment of residual impacts of the project after mitigation.

Water Resources/Flooding

A Preliminary Drainage Study was prepared for the project by Penfield and Smith in May 2013. This study will be reviewed and incorporated into the EIR. On- and off-site drainage and stormwater flow characteristics will be reviewed and existing and projected system deficiencies identified. The EIR will examine whether additional runoff generated from project development will adversely impact existing stormwater control systems. In addition, if impacts are identified, measures needed to reduce peak flows will be identified. All measures proposed in the applicant's drainage report will be reviewed and their adequacy evaluated. The adequacy of any proposed project structural setbacks to avoid identified flood hazard areas will be evaluated.

In addition to stormwater generation and system capacity issues, the EIR will evaluate project-related impacts to water quality. This will include a review of both short and long term water quality management measures. This section will include a discussion of both the National Pollution Discharge Elimination System (NPDES) general construction permit and the County's Grading Ordinance and their applicability to the proposed project. If water quality impacts are identified, mitigation measures will be identified to reduce or avoid such impacts.

This scope of work assumes that the peer review of the hydrology/ drainage study prepared for the project will deem the study to be adequate to address the relationship of the project to identified CEQA significance thresholds with minimal additional analysis.

Specifically this section will include the following:

- Assessment of the long-term impacts to Orcutt Creek, including water quality, flood hazards, and long term hydrological changes.
- Analysis of short-term impacts due to construction activities.
- Identification of mitigation measures necessary to reduce impacts to less than significant levels.
- Evaluation of cumulative impacts to water resources and flooding and identification of the project's contribution to those impacts.
- Assessment of residual impacts of the project after mitigation.

5.0 COST SUMMARY

5.1 COST OVERVIEW

Rincon will prepare the Orcutt Key Site 3 EIR, in accordance with the scope of services outlined in Section 3.0, for a cost not-to-exceed **\$89,424**. Including the requested 10% contingency, the cost for this scope of services is **\$98,366**. The attached table provides a breakdown of costs by task and staff level.

The not-to-exceed cost includes preparation of the project description, the Administrative Draft and Draft EIRs, responses to comments on the Draft EIR, the Administrative Final and Final EIRs, Mitigation Monitoring and Reporting Program (MMRP), and CEQA Findings including Statement of Overriding Considerations. Rincon's scope of work includes the preparation of the EIR sections described in Section 3.0. We have budgeted 48 hours of professional time to respond to comments on the Draft EIR and prepare the Administrative Final EIR.

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, President.

5.2 STAFF BILLING RATES

Our assigned staff's roles and billing categories are provided in the table below. These categories coincide with our cost estimate table.

Staff	Project Role	Billing Category
Richard Daulton	Principal in Charge	Principal I
Joe Power	QA/QC	Principal I
Chris Bersbach	Project Manager	Senior Staff I
Colby Boggs	Biological Resources	Principal I
Karen Holmes	Biological Resources	Professional Staff IV
Megan Jones	Environmental Analysis	Professional Staff IV
Kevin Hunt	Cultural Resources	Senior Staff I
Walt Hamann	Geology and Hazards	Principal I



County of Santa Barbara
Orcutt Key Site 3 EIR
Cost Estimate Table

8/11/2014

Tasks	Cost	Rincon Labor Hours	Rincon Consultants					
			Principal I	Senior Staff I	Prof. Staff IV	Graphics	Clerical	
			\$190/hour	\$125/hr	\$110/hour	\$80/hour	\$65/hour	
1. Project Kickoff Meeting	\$500	4		4				
2. Development of the Project Description	\$2,810	26	2	4	12	6	2	
3. Administrative Draft EIR Preparation	\$0	0						
3.1 Executive Summary	\$1,230	11	1	2	6		2	
3.2 Introduction and Environmental Setting	\$1,385	12	1	2	8		1	
3.3 Environmental Impact Analysis	\$520	8					8	
<i>Aesthetics/Visual Resources</i>	\$2,680	25	1	2	16	6		
<i>Air Quality (incl. Greenhouse Gas Emissions)</i>	\$4,050	34	2	10	22			
<i>Biological Resources</i>	\$6,680	54	10	4	36	4		
<i>Cultural Resources</i>	\$2,920	24	2	8	14			
<i>Fire Protection</i>	\$1,480	13	1	2	8	2		
<i>Geologic Processes</i>	\$2,520	23	1	2	16	4		
<i>Land Use</i>	\$4,340	38	2	8	24	4		
<i>Noise</i>	\$3,400	30	2	4	20	4		
<i>Public Services</i>	\$2,640	23	1	2	20			
<i>Transportation/Circulation</i>	\$2,710	25	1	4	14	6		
<i>Water Resources/Flooding</i>	\$2,800	24	2	4	16	2		
3.4 Project Alternatives	\$4,310	38	2	6	26	4		
3.6 Other CEQA-required Sections	\$880	7	1	2	4			
3.7 Effects Found Not to be Significant	\$2,420	20	2	4	14			
4. Draft EIR Publication	\$3,030	28	2	6	12	4	4	
5. Final EIR Preparation								
5.1 Responses to Comments/Admin Final EIR	\$5,510	48	4	8	30	4	2	
Mitigation Monitoring and Reporting Program (MMRP)	\$1,570	13	1	4	8			
5.2 Final EIR Publication	\$2,050	18	2	4	8	2	2	
5.3 Preparation of CEQA Findings	\$4,530	38	4	8	24		2	
6. Public Hearings and Meetings (4 hearings, 3 meetings)	\$5,510	46		42			4	
Project Management/Coordination	\$5,040	36	12	20			4	
Subtotal Labor:	\$77,515	666	59	166	358	52	31	
Additional Costs								
Printing Expenses:								
Project Description (5 hardcopies)	\$50							
ADEIR (5 bound copies)	\$325							
DEIR (1 reproducible copy, 50 bound copies)	\$3,570							
AFEIR (5 bound copies)	\$425							
FEIR (1 reproducible copy, 35 bound copies)	\$3,060							
Supplies and Miscellaneous Expenses	\$2,925							
General & Administrative	\$1,553							
Subtotal Additional Costs:	\$11,909							
TOTAL LABOR PLUS ADDITIONAL COSTS	\$89,424							
10% Contingency	\$8,942							
TOTAL LABOR + ADDITIONAL COSTS + CONTINGENCY	\$98,366							



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. Our past experience preparing CEQA evaluations for the project site will allow us to quickly focus on key issues of concern, which will facilitate an expedited schedule for preparation of the EIR.

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.

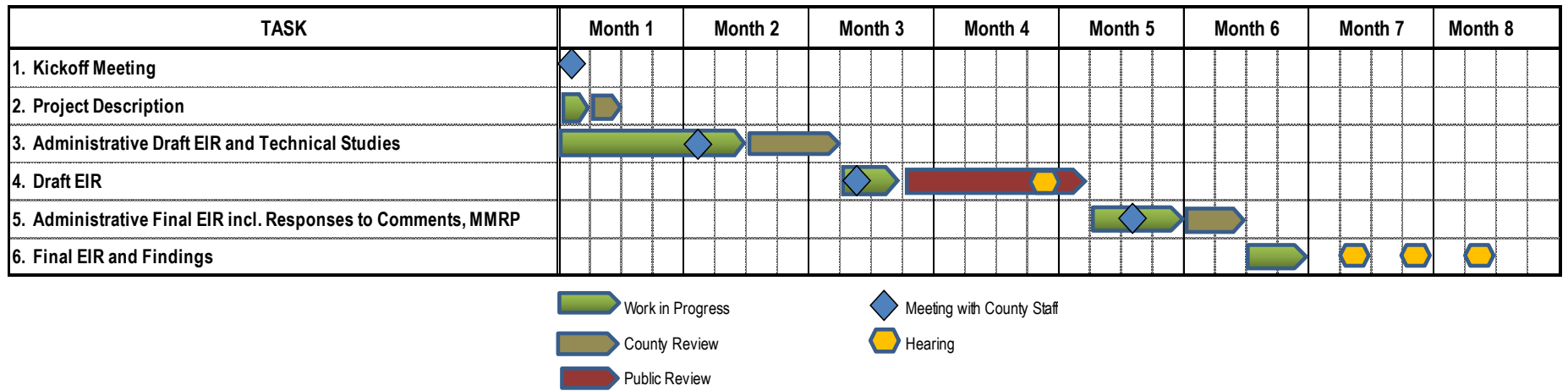
All documents will be delivered electronically compatible with Microsoft Word 2010 and in Adobe PDF format. All copies of the EIR will be printed double-sided on recycled paper stock and comb bound.



Orcutt Key Site 3 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

Derek Johnson
City of San Luis Obispo
(805) 781-7187
djohnson@slocity.org





Appendix A

Resumes



RICHARD C. DAULTON, MURP

Principal

Rincon Consultants, Inc.

As a Principal in Rincon's Environmental Sciences and Planning Group and Operations Manager of Rincon's San Luis Obispo office, Mr. Daulton oversees planning and environmental projects in the California Central Coast region. Mr. Daulton has over 18 years of experience in the planning profession, with an emphasis on environmental planning. His planning skills are supported by a strong background in technical environmental and economic analysis. He manages a range of CEQA and NEPA documents, and has successfully combined environmental analysis and planning techniques to guide agencies through complex studies and controversial programs, entitlement and planning projects.

TECHNICAL CAPABILITIES

- Mr. Daulton manages the preparation of CEQA and NEPA documents, with an emphasis on project-level analysis for development and public works projects. He is skilled at balancing the goals of conveying complex environmental issues to the general public and preparing legally defensible and highly technical CEQA and NEPA documents.
- Mr. Daulton has educational background in economics and conducts economic analyses, including land demand market analyses.
- Mr. Daulton is a skilled public presenter and moderator, having designed public outreach programs and facilitated public workshops for various General Plans and EIRs, and conducted professional presentations at planning conferences and Association of Environmental Professionals workshops.
- Mr. Daulton has overseen several climate action plans, including regional CAPs.
- Mr. Daulton has considerable experience managing the preparation of permit applications and coordinating with regulatory agencies for wetlands and streambed alterations. He is qualified to prepare jurisdictional wetlands delineations.

EDUCATION, REGISTRATIONS AND AFFILIATIONS

M.U.R.P., Urban and Regional Planning, University of California, Irvine

B.S., Economics, University of California, San Diego

38-Hour U.S. Army Corps of Engineers Wetland Delineation and Management Training Program

Architecture Foundation Award, University of California, Irvine Social Ecology Associates, 1997

Association of Environmental Professionals

EMPLOYMENT HISTORY

Rincon Consultants, Inc. (2000 through present)

RBF Consulting (1997 through 2000)

Michael Brandman Associates (1995 through 1997)

PROJECT EXPERIENCE

Project-Level CEQA Documentation

- Santa Margarita Ranch Project EIR, County of San Luis Obispo
- Dalidio Marketplace Commercial Annexation Project EIR, City of San Luis Obispo
- Union Valley Parkway Extension/Interchange Project EIR/EA, City of Santa Maria
- Biddle Ranch Agricultural Cluster Subdivision EIR, County of San Luis Obispo

- Paso Robles Vineyards Agricultural Cluster Subdivision EIR, County of San Luis Obispo
- Skytt Mesa Residential Subdivision EIR, City of Solvang
- Flying Flags Residential Project EIR, City of Buellton
- Seabreeze Estates Residential Subdivision EIR, City of Lompoc
- San Juan Oaks Golf Course Project EIR, County of San Benito
- Orcutt Key Site 3 EIR, County of Santa Barbara
- Santa Maria Los Flores Landfill Project EIR, City of Santa Maria
- Santa Maria Landfill Expansion Project EIR, City of Santa Maria
- Regional Landfills Project EIR, Salinas Valley Solid Waste Authority
- SR 99/Fulkerth Ave. Interchange Improvements PEAR, IS-MND & Environ. Studies, City of Turlock
- U.S. 101/Clark Avenue Interchange Improvements PEAR, County of Santa Barbara
- City of Manteca Multimodal Station CEQA/NEPA Documentation
- Grover Beach Transit Center IS-MND, City of Grover Beach
- Green Valley Road Bridge Replacement CEQA/NEPA Documentation, County of Santa Cruz
- Cypress Mtn. Drive at Klau Creek Bridge Repl. Project Env. Services, County of San Luis Obispo
- Five Bridges Painting Projects Environmental Services, County of San Luis Obispo
- San Clemente Dam Removal Project Environmental and Planning Services, County of Monterey
- Copper Sulfate Reservoir Application IS-MND, Metropolitan Water District

Programmatic Transportation and Urban Planning Analysis and Documentation

- General Plan Update and EIR, City of Lompoc
- General Plan Update and EIR, City of Buellton
- Land Demand Market Analysis, City of Paso Robles
- Shandon Community Plan EIR, County of San Luis Obispo
- Santa Ynez Valley Community Plan EIR, County of Santa Barbara
- Housing Element Rezone Program EIR, County of Santa Barbara
- Regional Transportation Plan/Sustainable Communities Strategy EIRs, SBCAG, StanCOG, TCAG, AMBAG
- Regional Transportation Plan EIRs, SLOCOG, SCCRTC, SBtCOG, SBCAG, KCAG, PCTPA
- Santa Margarita Ranch Future Development Program EIR, County of San Luis Obispo
- Bailey Avenue Specific Plan EIR, City of Lompoc
- Area 9 Specific Plan EIR, City of Santa Maria
- Oaks Springs Village Specific Plan EIR, City of Buellton
- Hamilton Army Air Field Base Reuse Plan EIR, City of Novato
- Bicycle Master Plan, City of Guadalupe
- Los Flores Ranch Open Space Management Plan, City of Santa Maria

Climate Action Planning

- San Luis Obispo County Regional Climate Action Plan for Cities of Paso Robles, Atascadero, Morro Bay, Pismo Beach, Grover Beach, and Arroyo Grande
- Kings County Regional Climate Action Plan
- City of Lake Elsinore Climate Action Plan

Professional Presentations

- Seminar Instructor, Association of Environmental Professionals Advanced CEQA and CEQA Basics Workshops, 2009-2012
- CEQA Streamlining Session, California State University CEQA Workshop, 2012
- Guest Lecturer, California Polytechnic State University, San Luis Obispo, 2007-2013



CHRIS BERSBACH, MESM

Project Manager, Environmental Planner
Rincon Consultants, Inc.

As an environmental planner for Rincon's Environmental Sciences and Planning group, Chris Bersbach is responsible for managing and preparing CEQA and NEPA documentation 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.

TECHNICAL CAPABILITIES

- Mr. Bersbach manages the preparation of CEQA and NEPA documents, with an emphasis on project-level analysis for development projects. He is skilled at balancing the goals of conveying complex environmental issues to the general public and preparing legally defensible and highly technical compliance documents.
- Mr. Bersbach serves as contributing environmental planner for a range of technical environmental and planning studies involving land and infrastructure development, urban redevelopment, specific plans, general plan elements, and climate action plans.
- Mr. Bersbach is experienced with a variety of air pollutant and GHG emissions models, which include the CalEEMod land use emissions forecast tool, the most recent version of the California Air Resources Board's Mobile Source Emissions Inventory (EMFAC2011), CALINE4, HARP, AERMOD, ICLEI's Clean Air Climate Protection (CACP) software, the Local Government Operations Protocol, and the Climate Registry General Reporting Protocol.
- Mr. Bersbach is experienced with the Federal Highway Administration's Traffic Noise Model, as well as noise protocols in use by a variety of agencies, including the Environmental Protection Agency, the Federal Transit Administration, and the Department of Housing and Urban Development.
- Mr. Bersbach utilizes his experience in planning, natural resource management, and policy analysis to develop environmental documents that communicate effectively.

EDUCATION, REGISTRATIONS AND AFFILIATIONS

M.E.S.M., Conservation Planning; Bren School of Environmental Science & Management, Univ. of California
B.A., Psychology; Brandeis University
Member, California Association of Environmental Professionals
AEP Spring 2009 CEQA Advanced Workshop
AEP Winter 2011 CEQA Legislative Update Workshop

EMPLOYMENT HISTORY

Rincon Consultants, Inc. (2008 through present)
Condor Environmental Planning Services (2005-2006)
Santa Barbara Community Environmental Council (2005)

PROJECT EXPERIENCE

CEQA and NEPA Compliance

- Area 9 Specific Plan EIR, City of Santa Maria

- Agricultural Program Subdivision Cluster EIR, County of San Luis Obispo
- Shandon Area Community Plan Update EIR, County of San Luis Obispo
- Los Flores Integrated Waste Management Facility EIR, City of Santa Maria
- Santa Ynez Valley Community Plan EIR, County of Santa Barbara
- Meritage Senior Center SEIR, City of Buellton
- Santa Barbara County Regional Transportation Plan & Sustainable Communities Strategy EIR, SBCAG
- Key Site 30 SEIR, County of Santa Barbara
- Santa Margarita Ranch Project and Program EIR, County of San Luis Obispo
- Orcutt Key Site 3 Environmental Impact Report, County of Santa Barbara

Technical Studies

- Air Quality and Greenhouse Gas Technical Reports for Distributed Solar Sites, Recurrent Energy
- Construction Air Quality Monitoring for Los Osos Wastewater Treatment Plant Project, San Luis Obispo Public Works Department
- Atlas Copco Santa Maria Manufacturing Environmental Studies, Omni Design Group
- Digital West Air Quality and Greenhouse Gas Studies and Screening-Level Health Risk Analysis, Wallace Group, County of San Luis Obispo
- Western Sky Amphitheater Sound Level Assessment, Urban Planning Concepts, County of Santa Barbara
- Live Oak Lanes Bowling Alley Air Quality, Greenhouse Gas, and Noise Studies, City of Buellton



JOE POWER, AICP CEP

Senior Principal

Rincon Consultants, Inc.

Mr. Power is a Principal in Rincon's Environmental and Sciences and Planning group. In this capacity, he is responsible for directing the management of planning and environmental documents, the preparation of specialized technical studies, and overall coordination of the planning and sustainability programs. Mr. Power has over 23 years of experience in the planning field and has managed or primarily authored successful planning and environmental and planning studies on projects ranging from affordable housing to urban redevelopment to citywide transportation systems.

TECHNICAL CAPABILITIES

- Mr. Power has prepared numerous CEQA and NEPA environmental documents and is an expert in interpreting state and federal planning and environmental law, as well as in developing environmental documentation that is informative, readable, and legally defensible. He is skilled in developing creative solutions to social and environmental issues related to land development.
- Mr. Power has prepared and managed citywide general plans and climate action plans as well as specific Plans and master plans for neighborhoods and communities.
- Mr. Power has prepared specialized technical reports on a range of planning and environmental topics, including noise, air quality, greenhouse gases, sustainability, and water supply.
- Mr. Power is proficient in applying sustainable development concepts to planning issues. He is the co-author of *A Planner's Guide to Sustainable Development*, an APA Planning Advisory Service Technical Report that provides guidance to the practicing planner in initiating and implementing local sustainable development programs.
- Mr. Power is a skilled public presenter and moderator, having facilitated public workshops for various General Plan Elements and EIRs, and conducted professional presentations at both the California and National American Planning Association conferences.

EDUCATION, REGISTRATIONS AND AFFILIATIONS

B.A., Urban and Economic Geography, University of Georgia

M.A., Architecture and Urban Planning, UCLA Graduate School of Architecture and Urban Planning

American Planning Association

American Institute of Certified Planners, Certified Environmental Planner

EMPLOYMENT HISTORY

Rincon Consultants, Inc. (1996 through present)

Planning Consultants Research (1996)

Fugro West, Inc. (1991 through 1996)

City of West Hollywood (1990 through 1991)

South Coast Air Quality Management District (1989 through 1990)

PROJECT EXPERIENCE

General Plans, Specific Plans, and Redevelopment Plans

- City of Calipatria General Plan Update and Zoning Ordinance
- City of Chino Hills General Plan Update – Air Quality and GHG Analysis

- City of Coachella General Plan Update EIR (Noise, Air Quality and GHG) and Noise Element
- City of Calabasas 2030 General Plan, Development Code, and EIR
- City of Avalon General Plan and EIR
- City of Ventura 2005 General Plan and EIR
- City of Carpinteria Noise and Safety Elements and General Plan EIR
- City of Fillmore General Plan and EIR
- North Fillmore Specific Plan EIR
- North Fillmore Business Park Master Plan EIR
- City of Santa Clarita Circulation Element Update EIR
- E. Colorado Boulevard Specific Plan EIR, City of Pasadena
- Whiteside Redevelopment Project EIR, Los Angeles County CDC
- City of Ventura Downtown Specific Plan EIR
- West Los Angeles Community Plan EIR, City of Los Angeles

CEQA/NEPA

- Mangrove Estates Mixed Use Development EIR, City of Los Angeles
- Town Center Regional Shopping Center EIR, City of Simi Valley
- The Oaks Mall Expansion EIR, City of Thousand Oaks
- Carryout Bag Ordinance EIR, City of Santa Monica
- Target Downtown Department Store EIR, City of Santa Monica
- Press-Telegram Mixed Use Development EIR, City of Long Beach
- Westmont College Master Plan SEIR, County of Santa Barbara
- Caltech Master Plan SEIR, City of Pasadena
- Surfers Point Managed Shoreline Retreat EIR, City of Ventura
- Ventura County Juvenile Justice Complex EIR, County of Ventura
- North County Jail Staged EIR, County of Santa Barbara
- Community Memorial Hospital EIR, City of Ventura
- Over 100 NEPA environmental assessments of affordable housing and commercial rehabilitation projects, Los Angeles County CDC

Climate Action Plans/Greenhouse Gas Studies

- City of Vista Climate Action Plan, City of Vista
- City of San Marcos Climate Action Plan
- Lake Elsinore Climate Action Plan, City of Lake Elsinore
- Housing Element Green House Gas Studies for Various Cities, Veronica Tam & Associates
- Courtyard by Marriott Greenhouse Gas Study, City of San Diego
- Southwestern College Greenhouse Gas Study, City of Chula Vista
- Dos Colinas Project Greenhouse Gas Study, City of Carlsbad
- Lowe's Greenhouse Gas Study, City of Thousand Oaks

PUBLICATIONS/PROFESSIONAL PRESENTATIONS

A Planner's Guide to Sustainable Development, with Kevin J. Krizek, Planning Advisory Service Technical Report No. 467, American Planning Association, December 1996.

"De-energizing Our Future," with Stephen Harrington, *Environmental Monitor*, Association of Environmental Professionals, Spring 1998.

New Directions in Sustainable Development, APA National Conference, San Diego, California, April 1997.



COLBY J. BOGGS

Principal

Senior Ecologist/Biological Program Manager

Rincon Consultants, Inc.

Colby J. Boggs is a Senior Ecologist with Rincon Consultants, Inc. He has over fourteen years of professional experience as a botanist, ecologist, wetlands specialist, and biological sciences educator and researcher. His duties at Rincon include biological field surveys for special status species, habitat and plant community mapping, wetlands assessments, biological resources analyses, construction and mitigation monitoring, conservation planning, regulatory compliance, and the preparation of biological reports, environmental documents and permit applications in support of the California Environmental Quality Act, National Environmental Policy Act, Porter-Cologne Water Quality Control Act, Fish and Game Code 1600 et seq., Clean Water Act, and state and federal Endangered Species Acts.

TECHNICAL CAPABILITIES

- Mr. Boggs is skilled in plant, wildlife and wetland ecology, biological and wetlands resources assessments, biological survey methods, ecological restoration, vegetation monitoring, and invasive plant biology; other technical skills include knowledge and use of dissecting, compound and scanning electron microscopes, statistics, global positioning systems, and ecological sampling equipment.
- Mr. Boggs has managed, conducted, and/or assisted reconnaissance and/or protocol level botanical and wildlife survey efforts for federally listed, state-listed, and other special status species as well as invasive and noxious weed species.
- Mr. Boggs has designed creation, restoration, enhancement, reclamation and monitoring plans for terrestrial and wetland habitats; mapped plant 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 wildlife species, and performed post-treatment and other programmatic vegetation monitoring.

EDUCATION, REGISTRATIONS AND AFFILIATIONS

M.S., Botany, 2001, California State University, Chico

B.S., Ecology and Evolution, 1996, University of California, Santa Barbara

A Manual of California Vegetation, 2nd Edition – Santa Barbara Botanic Garden, 2011

California Rapid Assessment Method – U.C. Davis Extension and Moss Landing Marine Laboratories, 2010

Rare, Threatened, and Endangered Plant Voucher Collecting Permit No. 2081(a)-10-52-V – California

Department of Fish and Game, 2010

Certified Ecologist – Ecological Society of America, 2007

California Rapid Assessment Method – U.S. Environmental Protection Agency, San Francisco Estuary

Institute and Moss Landing Marine Laboratories, 2007

Habitat Assessment and Modeling Training – U.S. Geological Survey, 2007

Hydric Soil Indicators – Wetland Training Institute, 2007

Introduction to Botanical Biological Evaluations, Botany Reports, and Noxious Weed Risk Assessments –

Friends of the Biological Sciences Herbarium, CSU, Chico, 2005

Wetlands Delineation and Management – Richard Chinn Environmental Training, 2003

Introduction to CEQA/NEPA for Botanists – Friends of the Biological Sciences Herbarium, CSU, Chico, 2002

Society of Wetland Scientists – Member
Ecological Society of America – Member
California Botanical Society – Member
California Native Plant Society – Member
California Native Grasslands Association – Member
California Invasive Plant Council – Member
California Society for Ecological Restoration – Member
Northern California Botanists – Founding Member and Past Vice President
Friends of the Biological Sciences Herbarium at CSU, Chico – Member and Past Board Member

PROFESSIONAL HISTORY

Rincon Consultants, Inc. (2008 to present)
North State Resources, Inc. (2000 to 2008)
California State University, Chico (1999 to 2001)
Independent Consultant (1998 to 2000)
Santa Barbara School District (1997 to 1999)
California State University, Chico (1996 to 1997)
Fullerton College (1995 to 1996)
Santa Barbara Botanic Garden (1995)
University of California, Santa Barbara (1993 to 1995)

RECENT PROJECT EXPERIENCE

- Biological Assessment, Technical Studies, and Regulatory Permitting for the Goleta Slough Mouth Management Project – City of Santa Barbara, Santa Barbara County
- Biological Surveys, Construction Monitoring and Reporting, and Restoration Plan Development and Monitoring for the Lower Mission Creek Flood Control Project – County of Santa Barbara, Santa Barbara County
- Ortega Street at Mission Creek Bridge Replacement Habitat Mitigation and Monitoring Plan, including Implementation of California Rapid Assessment Method (CRAM) – (MNS Engineers) County of Santa Barbara, Santa Barbara County
- Biological Resources Analysis for the Ellwood Mesa Community Wildlife Protection Plan and Monarch Butterfly Habitat Management Plan EIR – City of Goleta, Santa Barbara County
- Biological Resources Assessment for a Proposed Development (APN 077-160-035) – City of Goleta, Santa Barbara County
- Biological Resources, Assessment, Botanical Survey, Certified Arborist Survey, and Riparian Restoration/Enhancement Plan for the Hollister/Kellogg Park and Creekside Trail – City of Goleta, Santa Barbara County
- Biological Resources Assessment for APN 073-330-030 – City of Goleta, Santa Barbara County
- Environmental Protection Plan, Pre-construction Surveys, and Regulatory Support for the Santa Maria River Levee Reach 3 Project – Wood Bros., Inc. (U.S. Army Corps of Engineers, Los Angeles District), Santa Barbara County
- Open Space Management Plan, Biological Studies, Regulatory Permitting, and Wetland Mitigation and Monitoring Plan (including CRAM) for the Los Flores Integrated Solid Waste Facility – City of Santa Maria, Santa Barbara County
- Santa Clara River Estuary Sub-Watershed Study and Tidewater Goby Surveys – Ventura County Watershed Protection District, Ventura County



KAREN E. HOLMES, QSD/P

Regulatory Specialist
Rincon Consultants, Inc.

Karen Holmes works as a regulatory specialist with Rincon Consultants and specializes in regulatory permitting, agency coordination, wetland delineations and jurisdictional determinations. She has experience preparing applications/notifications, 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. She has experience coordinating with local, state and federal agencies and has experience with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Clean Water Act, Porter-Cologne Water Quality Control Act, Fish and Game Code, and federal and California Endangered Species Acts. She is a Qualified SWPPP Developer/Practitioner involved in BMP inspections, qualifying rain event inspections, preparing REAPs, water quality sampling, quarterly non-storm water inspections, and annual reports for storm water projects.

TECHNICAL CAPABILITIES

- Mrs. Holmes has extensive experience working with regulatory agencies such as the U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, and California Coastal Commission. She has prepared applications, led negotiations, and was directly responsible for obtaining all regulatory permits required for Caltrans District 5 capital projects between 2005 and 2011.
- Mrs. Holmes has experience preparing mitigation and monitoring plans in accordance with state and federal guidance; conducting monitoring to ensure environmental compliance in jurisdictional areas during construction; and providing technical assistance to field engineers and inspectors during construction.
- Mrs. Holmes has experience with storm water projects involving conducting inspections for 401/404/1600 permits, and preparing mitigation and restoration plans that contained erosion and sediment control measures.
- Mrs. Holmes has conducted biological surveys, including protocol surveys for federally and state listed species.
- Mrs. Holmes has experience preparing NEPA and CEQA documents including Environmental Assessments, Environmental Impact Statements, Initial Studies and Environmental Impact Reports, as well as Natural Environment Studies.
- Mrs. Holmes is proficient in field GPS data collection with abundant experience in GIS mapping and data interpretation/analysis.

EDUCATION, REGISTRATIONS AND AFFILIATIONS

B.A., Environmental Studies, University of California, Los Angeles

Qualified SWPPP Developer/ Practitioner (#22166)

Basic and Advanced Wetland Delineation training

Basic and Advanced GIS/GPS training

CA Red-Legged Frog Workshop (included biology, habitat requirements, identification, and handling)

Storm Water Quality Handbook- Project Planning and Design Guide Training

EMPLOYMENT HISTORY

Rincon Consultants, Inc. (2011 to Present)

California Department of Transportation (2005 to 2011)

PROJECT EXPERIENCE

Transportation Projects

- Purisima Road Roundabout Project, Santa Barbara County
- Santa Cruz Highway 1 Soquel to Morrissey Auxiliary Lanes Project, Santa Cruz
- Caltrans, Various Capital Projects, San Luis Obispo County
- Prunedale Improvement Projects, Monterey County
- Highway 46 Corridor Improvement Project, San Luis Obispo County
- Green Valley Road at Casserly Creek Tributary #1 Bridge Replacement Project, Santa Cruz County
- Five Bridges Painting Project, San Luis Obispo County
- Arroyo Grande Creek at Rodriguez Road Grade Stabilization Project, San Luis Obispo County
- Piedras Blancas Highway Re-alignment, San Luis Obispo County
- Las Cruces Bank Stabilization, San Luis Obispo County
- Santa Maria River Bridge Replacement Project, San Luis Obispo County

General Biological Resources

- Tree Assessment at Goleta Storage, Goleta Storage Facility, Southern California Gas Company, Santa Barbara County
- Nipomo Southland Wastewater Treatment Facility, San Luis Obispo County
- Southern California Edison, West of Devers Interim Project, Riverside County

Water Quality Projects

- Westlake Village Community Park SWPPP Development, City of Westlake Village, Los Angeles County
- Lagunitas SWPPP Inspection Services, MD2 Communities, Carpinteria, Santa Barbara County
- All State Engineering Vandenberg Housing Demolition SWPPP Development Services, Vandenberg AFB, Santa Barbara County
- Route 5/134 Widening SWPPP Preparation Assistance, Security Paving Company / Caltrans – Burbank, Los Angeles County
- Route 5 Widening SWPPP Preparation Assistance, Flatiron Construction / Caltrans – Santa Clarita, Los Angeles County
- Cal Poly San Luis Obispo Recreation Center Remodel SWPPP Development, Sundt Construction, San Luis Obispo County
- Highway 101 Operational Improvements Project: Milpas Street to Hot Springs Road SWPPP Preparation Assistance, Security Paving Company, Santa Barbara County
- Santa Cruz Highway 1/17 Merge Lanes – Prepared 404 Nationwide Permit, 401 Water Quality Certification, Santa Cruz County
- Rincon Bridge Replacement – Prepared 404 Nationwide Permit, 401 Water Quality Certification, San Luis Obispo County



MEGAN JONES, MPP

Senior Planner

Rincon Consultants, Inc.

As a Senior Planner in Rincon's Environmental Sciences and Planning Group in Monterey, Ms. Jones works on planning and environmental projects in the California Central Coast region. Ms. Jones also manages operation of Rincon's Monterey Office. Ms. Jones is responsible for general plan and specific plan preparation and environmental analysis and review, particularly California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documentation. Ms. Jones has education and experience in public policy, environmental studies, geography, and environmental economics and policy.

TECHNICAL CAPABILITIES

- Ms. Jones manages the preparation of CEQA and NEPA documents, with an emphasis on project-level analysis for development projects. She is skilled at balancing the goals of conveying complex environmental issues to the general public and preparing legally defensible and highly technical CEQA and NEPA documents.
- Ms. Jones has a thorough familiarity with California planning law and CEQA/NEPA compliance. She is proficient in formatting environmental documents that communicate effectively to decision-makers and the public, and assist in achieving identified planning objectives.
- Ms. Jones is knowledgeable in technical modeling and research, with experience preparing studies related to noise and air quality.
- Ms. Jones combines her planning and policy analysis knowledge with her understanding of geography and natural resources management to develop comprehensive resource conservation, mitigation, and monitoring programs.

EDUCATION, REGISTRATIONS AND AFFILIATIONS

M.P.P., Master of Public Policy, California State University Monterey Bay

B.A., Environmental Studies, University of Oregon, Eugene

B.A., Geography, University of Oregon, Eugene

Monterey Bay Chapter Board Member and CEQA Workshop Coordinator, Association of Environmental Professionals

Member, American Public Works Association

EMPLOYMENT HISTORY

Rincon Consultants, Inc. (2005 through present)

SELECTED PROJECT EXPERIENCE

Project- and Program-Level CEQA Documentation

- California Flats Solar Project EIR, County of Monterey
- Metropolitan Transportation Plan/Sustainable Communities Strategy EIR, Association of Monterey Bay Area Governments
- Monterey Bay Sanctuary Scenic Trail Master Plan EIR, Santa Cruz County Regional Transportation Commission
- San Juan Oaks Project EIR, County of San Benito
- Jail Expansion Project IS-MND, County of San Benito

- Project Indian Pilot Wells Program IS-MND, Citadel Exploration, Inc.
- Monterey/Pacific Grove Area of Special Biological Significance CEQA Review, City of Monterey/subcontract to Fall Creek Engineering
- Greenwood Park Clean Water Project IS-MND, City of Pacific Grove/subcontract through Fall Creek Engineering
- Urban-Runoff Diversion Project – Phase 3 Project IS-MND, City of Pacific Grove
- Regional Transportation Plan/Sustainable Communities Strategy EIR, Tulare County Association of Governments
- Single Use Bag Ban Ordinance EIR, County of San Mateo
- Disposable Checkout Bag Ordinance EIR, City of Palo Alto
- Single-Use Carryout Bag Reduction Ordinance EIR, City of Sunnyvale
- Huntington Beach Single-Use Carryout Bag Ordinance EIR, City of Huntington Beach
- AMC Theater Development Agreement Project EIR, City of Santa Monica
- Marina Downtown Vitalization Specific Plan EIR, City of Marina
- Marina High School EIR, Monterey Peninsula Unified School District
- Shandon Community Plan Update EIR, County of San Luis Obispo
- Santa Margarita Ranch EIR, County of San Luis Obispo
- Santa Maria Landfill Expansion Project EIR, City of Santa Maria
- Santa Barbara County New County Jail Subsequent EIR, County of Santa Barbara

HUD and NEPA Documentation

- On-Call NEPA Environmental Review Services, City and County of San Francisco Mayor's Office of Housing
- Multiple Projects NEPA Compliance, Housing Authority of the County of Santa Cruz
- Multiple Projects NEPA Compliance, Housing Authority of the County of Alameda
- NEPA Compliance Documentation, County of Santa Barbara Housing Authority
- Casa de Familia EA for HUD Funded Projects, City of Santa Maria
- EAs for HUD Funded Projects, City of Grover Beach
- Union Valley Parkway Extension/Interchange Project EIR/EA, City of Santa Maria

Community Planning

- Marina Downtown Vitalization Specific Plan, City of Marina
- Marina Pedestrian and Bicycle Master Plan, City of Marina
- Lompoc General Plan Update, City of Lompoc
- Chandler Ranch Area Specific Plan, City of Paso Robles

Contract Planning

- San Clemente Dam Removal Project Staff Assistance, County of Monterey
- On-call CEQA consulting, County of Monterey
- Contract planning, City of Marina
- Contract Planning, City of Pacific Grove
- On-call CEQA consulting, City of Buellton

PUBLICATIONS

"The Williamson Act and Monterey County: Conserving Ranchlands Despite Budget Constraints", October 2011

"Cattle and Water Quality in the Pajaro River Watershed", May 2013



KEVIN P. HUNT

Cultural Resources Program Manager
Rincon Consultants, Inc.

Mr. Hunt is the Cultural Resources Program Manager at Rincon Consultants and serves as a senior cultural resources specialist and project manager. He is a cultural resources management professional with more than 19 years of experience in California with specific expertise in the cultural resources requirements of the California Environmental Quality Act (CEQA), National Historic Preservation Act (NHPA), and National Environmental Policy Act (NEPA). His responsibilities include the management and mentoring of cultural resources staff, quality assurance and quality control for cultural resources documents, the preparation of cultural resources studies, and the management of multidisciplinary projects. Mr. Hunt draws from his experience and training to ensure that all projects seamlessly consider the full spectrum of cultural resources including built environment, archaeological, and traditional cultural properties. He is well-versed in Native American consultation and has strong working relationships with tribes and Native American individuals.

TECHNICAL CAPABILITIES

- Mr. Hunt has experience performing cultural resources studies in support of CEQA, NEPA, Sections 106 and 110 of the NHPA, the Warren-Alquist Act, and other federal, state, and local laws and regulations. He has prepared technical studies and cultural resources sections for documents including: Environmental Impact Reports (EIRs), Environmental Assessments (EAs), Environmental Impact Statements (EISs), EIR/EAs, and EIR/EISs.
- Mr. Hunt is experienced in project management and has overseen both large and small scale linear projects throughout California. He has worked in a variety of terrains including coastal, desert, inland valleys, mountain, and urban areas, including many projects with federal, state, or local agency oversight.
- Mr. Hunt has conducted and managed surveys, archaeological testing, built environment resource evaluation, archaeological data recovery, and mitigation monitoring studies. Mr. Hunt has technical experience in archival research, archaeological fieldwork, and laboratory analyses.
- During alternatives analysis for the Sunrise Powerlink Project, Mr. Hunt managed and conducted analysis of cultural resources along 27 linear alternative segments and within multiple connected actions. This analysis included archaeological sites, historic built environment resources, and the consideration of traditional cultural properties important to Native Americans or other traditional groups. This analysis included lands within national forest, state parks, and county parks.

EDUCATION, REGISTRATIONS AND AFFILIATIONS

B.A., Anthropology, minor in American Indian Studies, San Diego State University

A.A, Liberal Arts, Orange Coast College

Cultural Side of NEPA Seminar, 2007

Traditional Cultural Properties Management Seminar, 2005

CEQA Workshop and Updated Training, 2004, 2005, and 2007

Project Management Boot Camp, 2005

Senate Bill 18 of 2005 Compliance Training, 2005

Heart Saver First Aid CPR Training, 2011

Safe Driver Training, 2010

EMPLOYMENT HISTORY

Rincon Consultants, Inc. (2011 through present)
SWCA Environmental Consultants (2004–2011)
Brian F. Smith and Associates (1994–1995, 1995–2000, 2002–2004)
Scientific Resource Surveys, Inc. (2000–2002)
Dennis R. Gallegos and Associates (1995)
Archaeological Resource Management Corporation (1990–1992)

PROJECT EXPERIENCE

- Project Manager, Survey and Evaluation of Cultural Resources for the Piru Affordable Family Development Project, Piru, Ventura County, CA – *Cabrillo Economic Development Corporation (NEPA, affordable housing)*
- Task Manager, Survey and Evaluation of Cultural Resources for the South Street Apartments Affordable Housing Project, San Luis Obispo, CA – *ROEM Development (NEPA, affordable housing)*
- Task Manager, Archaeological Resources Study for the 816 E. Santa Barbara St. Project, Santa Paula, Ventura County, CA – *Santa Paula Housing Authority (NEPA, affordable housing)*
- Archaeologist/Task Manager, Archaeological Survey for the Juniper Gardens Apartments Project, San Diego, CA – *Wakeland Housing and Development Corporation (NEPA, affordable housing)*
- Task Manager, Survey and Evaluation of Cultural Resources for the Depot at Santiago Project, Santa Ana, CA – *City of Santa Ana (NEPA, affordable housing)*
- Task Manager, Cultural Resources Survey for the Atmosphere Affordable Housing Project, San Diego, CA – *Wakeland Housing and Development Corporation (NEPA, affordable housing)*
- Task Manager, Archeological Resources Survey for the Avenue School Outbuildings Demolition Project, Ventura, CA – *Ventura Unified School District*
- Task Manager, Cultural Resources Analysis for the Victoria Mixed Use Project, Port Hueneme, Ventura County, California – *City of Port Hueneme*
- Project Manager, Cultural Resources Study for the Barandon Residence Project, Los Osos, San Luis Obispo County, CA – *Karen and Brian Barandon (property owners)*
- Project Manager, Cultural Resources Study for the Upper Santa Clara River Watershed Arundo and Tamarisk Removal Program Long-Term Implementation Plan Program EIR /EA, Los Angeles County, CA - *AMEC Earth & Environment (CEQA/NEPA)*
- Task Manager, Cultural Resources Services for the Southland Wastewater Treatment Facility Expansion, Nipomo, San Luis Obispo County, CA – *MNS Engineers for Nipomo Community Services District*
- Cultural Resources Task Manager, Line 63 Anomalies Repair Project, near Castaic, Los Angeles County, California – *Plains All American Pipeline, LP (NEPA)*
- Cultural Resources Specialist, Cortona Apartments Project, Goleta, Santa Barbara County, CA – *City of Goleta*
- Project Manager, Cultural and Paleontological Resources Studies for the Sunrise Powerlink Project, San Diego, Imperial, Riverside, and Orange Counties, CA – *California Public Utilities Commission (CEQA/NEPA)*
- Project Manager, multiple cellular communications tower projects, Ventura County, CA – *RESCOM Environmental (NEPA)*



WALTER HAMANN, PG, CEG, CHG, QSP, QSD

Vice President, Environmental and Geological Services
Rincon Consultants, Inc.

Mr. Hamann is a founding partner and the principal environmental geologist at Rincon. In this capacity, he is responsible for all aspects of project management, including proposal preparation, client contact, supervising staff, final report preparation or review, and budget. His extensive experience includes assessment and remediation of contaminated sites, chlorinated solvent remediation design and implementation, all aspects of underground storage tank assessment and remediation, modeling for seismic risk and ground shaking, fault rupture potential, Phase I site assessments, and as an expert witness for hazardous waste sites.

TECHNICAL CAPABILITIES

- Mr. Hamann has extensive experience with underground tank sites. This underground tank experience ranges from being onsite for over 500 tank removals, assessing hundreds of tank sites, remediating numerous tank sites, post remediation monitoring, and meeting with regulators on behalf of the responsible parties. His tank experience includes gasoline, diesel, waste oil, unused motor oil, and solvent tank storage systems.
- Mr. Hamann has designed and implemented soil and groundwater remediation programs. These projects have included air sparging/soil vapor extraction, enhanced bioremediation, and soil vapor extraction.
- Mr. Hamann has been designated as an expert in matters of underground fuel storage tank and chlorinated solvent related contaminants. He has provided in-court testimony for both plaintiffs and defendants related to underground tank related issues.
- Mr. Hamann has completed seismic ground acceleration modeling for sites worldwide, including: California, Indonesia, Saudi Arabia, New Zealand, Trinidad, China, and Croatia.
- Mr. Hamann has extensive experience in the characterization and remediation of oilfield contaminated sites. He has completed oil field audits for sites in California, Venezuela, Ecuador, and Mexico.
- Mr. Hamann has experience in the preparation of geology, seismic, and contamination related sections of EIRs.

EDUCATION, REGISTRATIONS AND AFFILIATIONS

B.A., Geological Sciences, University of California, Santa Barbara

M.S., Geology, University of California, Los Angeles

Professional Geologist, California (#4742)

Certified Engineering Geologist, California (#1635)

Certified Hydrogeologist, California (#208)

Qualified SWPPP Developer & Qualified SWPPP Practitioner (#22181)

American Institute of Professional Geologists, Registered Professional Geologist

Registered Geologist in Alaska, Arizona, Idaho, and Oregon

EMPLOYMENT HISTORY

Rincon Consultants, Inc. (1994 to present)

Fugro West, Inc. (1987 through 1994)

Enviropro, Inc. (1986 through 1987)

ESSO Exploration, an Exxon Company (1985 through 1986)

US Borax (1984)

PROJECT EXPERIENCE

Underground Fuel Storage Tanks

- Shell Oil Company and Exxon USA account manager, sites throughout California
- Individual sites throughout Los Angeles, Ventura, Santa Barbara, and Orange Counties
- Experience in gasoline, diesel, waste oil, fresh oil, and solvent tanks

SWPPP Projects

- I-5 expansion, Burbank and Los Angeles
- Harbor Freeway Expansion, Los Angeles
- US 101 Widening, Santa Barbara
- California Polytechnic University, San Luis Obispo Recreation Facility Expansion
- Residential Development, Carpinteria

Remediation Projects

- EPA Superfund site, chlorinated solvents in soil and groundwater, soil vapor extraction
- Dry cleaners, air sparging and soil vapor extraction for chlorinated solvents, multiple sites
- Gasoline service stations, soil excavation, soil vapor extraction, free phase recovery, multiple sites
- Military installation, Santa Cruz Island, enhanced bioremediation of fuel hydrocarbons
- Excavation and offsite disposal of fuel, pesticides, and heavy metals, multiple sites
- Free-phase cutting oil recovery, manufacturing site

Oil Field Assessments

- Texaco, Oriente Province, Ecuador; Maxus Energy, Quiriquire Field, Venezuela; Amoco, La Brea Field, Trinidad
- Nuevo Energy/Torch Operating Company, Ventura and Santa Barbara Counties
- Seneca Resources, Kern County
- Unocal, multiple sites, Santa Barbara County
- Stocker Resources, Los Angeles, Santa Barbara offshore, and San Luis Obispo Counties

Site Assessments

- Former US Air Force base, Camarillo, California
- 80-acre downtown Los Angeles property, Los Angeles, California

School Sites

- School Assessments or PEAs for Irvine, Santa Ana, Ventura, Ceres, and Saugus school districts

Expert Witness/Litigation Support

- Charnock MTBE Superfund site responsible party, Culver City, California
- Burbank-Glendale US EPA Superfund area designated expert
- Solvent and nickel contaminated property, Torrance
- Contamination in a municipal water supply well, Norwalk



Appendix B
Fee Schedule



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental Sciences and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

Professional, Technical, and Support Personnel	Rate
Principal II	\$ 210/hour
Principal I	\$ 190/hour
Senior Supervisor II	\$ 170/hour
Supervisor I	\$ 155/hour
Senior Staff II	\$ 140/hour
Senior Staff I	\$ 125/hour
Professional Staff IV	\$ 110/hour
Professional Staff III	\$ 100/hour
Professional Staff II	\$ 90/hour
Professional Staff I	\$ 80/hour
Environmental Technician/Field Aide	\$ 65/hour
Senior GIS Specialist	\$ 110/hour
GIS/CADD Specialist II	\$ 95/hour
GIS/CADD Specialist I	\$ 85/hour
Graphic Designer	\$ 80/hour
Technical Editor	\$ 90/hour
Clerical/Administrative Assistant II	\$ 70/hour
Clerical/Administrative Assistant I	\$ 65/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. *Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.*
2. *Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.*



RINCON CONSULTANTS, INC.

Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Rate	Unit
Environmental Site Assessment		
Bailer	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 35	Day
Disposable Bailer	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 60	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
Water Resources		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
Natural Resources Field Equipment		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$ 125	Day
Laser Rangefinder/Altitude	\$ 10	Day
Mammal trap, large / small	\$1.50 / \$0.50	Each per trap cycle
Minnow trap	\$ 85	Each per job
Net, hand / large seine	\$ 10 / \$ 50	Day
Pettersson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap cycle
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble® GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
Multi-Services Field Equipment		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Sound Level Meter	\$ 50	Day



Attachment A-2

Rincon Consultants, Inc.

1530 Monterey Street, Suite D
San Luis Obispo, California 93401

805 547 0900 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

January 22, 2020
Project No: 14-00576

Dana Eady, Planner III
County of Santa Barbara
Planning & Development
624 W. Foster Road, Suite C
Santa Maria, California 93455
Via email: dcarmich@co.santa-barbara.ca.us

Subject: Orcutt Key Site 3 Project Subsequent Environmental Impact Report Re-Initiation and Scope/Budget Amendment Request

Dana:

The purpose of this letter is to provide the requested revised scope of work, budget estimate and schedule to re-initiate and complete the Orcutt Key Site 3 Project Subsequent Environmental Impact Report (SEIR) for the County of Santa Barbara. This letter includes a summary of the remaining tasks to complete the environmental review of the project and a breakdown for the staff hours required to complete the remaining project tasks.

Since Rincon completed the administrative draft Final SEIR, responses to comments, and a draft revision letter in 2017, the project has been revised to include a new off-site utility easement along Oakbrook Lane (revised from Chancellor Street as originally proposed). This revision to the project is in addition to other project changes already discussed in the administrative draft revision letter prepared for the project in 2017, which included adding a landscaped buffer between U.S. 101 and the development area on the project site and reducing the number of residential units from 125 to 119. Other important changes since completion of the administrative draft Final SEIR include new regulatory requirements and revised CEQA guidelines, as well as changes to the cumulative project setting. As a result of these changes, there is a need for the Final SEIR package that will be incorporated into the County's staff report to incorporate additional discussion of topics including air quality, greenhouse gas emissions, biological resources, energy, wildfire risk, and transportation.

Revised Scope of Work

Our amended scope of work accounts for the fact that data gathering and initial analysis to complete the Final SEIR has been largely completed during our previous effort. Additional review is required to address the revised project description, incorporate new background reporting (e.g. traffic report), update the cumulative setting, and address the new and revised topics described in the 2019 CEQA Guidelines. This scope of work includes all tasks required to complete the Final SEIR and replaces all remaining tasks in our previous contract. Therefore, to complete the environmental review for the Orcutt Key Site 3 Project, Rincon proposes to conduct the following tasks.



Tasks Requiring Additional Work Effort

Tasks 1 through 3 include additional level of effort beyond what was included in our original contract. Additional work is required to reinitiate and complete the response to comments effort begun in 2015, and to prepare a revision letter that describes the revised project description, new regulatory requirements and CEQA Guidelines since 2015, and changes to the cumulative project setting. These tasks assume that no new quantitative modeling, field surveys, site visits, or records searches will be required to address potential impacts associated with these changes.

- Task 1: Incorporate the County's comments and recommendations into the Final SEIR responses to comments and revision letter (this scope of work assumes the County may provide additional comments beyond the first round of comments submitted to Rincon in 2017);
- Task 2: Update the revision letter to include the most recent project description information, including updated figures and plans prepared by the project applicant (assumes up to four new figures in the revision letter; no changes to the Final EIR associated with this task);
- Task 3: Update the revision letter to address the off-site utility easement along Oakbrook Lane, new regulatory requirements and CEQA Guidelines that have come into effect since the Draft EIR was circulated for public review in 2015, and changes to the cumulative project setting;
 - The proposed off-site utility easement along Oakbrook Lane will require discussion of potential impacts to public services, utilities, and potential construction impacts. The revision letter project description will also continue to address changes to the project associated with the buffer along U.S. 101 and the associated reduction in residential units from 125 units to 119 units.
 - New regulatory requirements and CEQA Guidelines that have come into effect since 2017 will require discussion of air quality and greenhouse gas emissions, energy, biological resources, and wildland fire effects.
 - Changes to the cumulative project setting will require discussion of air quality and greenhouse gas emissions, noise, and traffic, including incorporating the findings of an updated traffic report (to be provided by the County/applicant). This scope assumes the updated traffic analysis does not identify new previously unidentified impacts that would require recirculation of the EIR and that the cumulative project list that would be used is not substantially different from that used in the original EIR such that new impacts would result.

Remaining Tasks from Original Contract to Complete Environmental Review

Tasks 4 through 7 include the same level of effort (hours) as the corresponding tasks in our previous contract but have been updated to reflect the hourly rates in our current fee schedule. The level of effort in Task 8, project management, includes the same level of effort as our previous contract for hearing attendance, but has been otherwise reduced to reflect the level of project management and contract administration required for the sum of all remaining tasks to complete the Final EIR.

- Task 4: Prepare the mitigation monitoring and reporting program, including up to one round of County review;
- Task 5: Compile and publish the Final SEIR, including the revision letter, for the County and County decision-makers (up to 21 hard copies of the Final SEIR);
- Task 6: Prepare the CEQA findings and Statement of Overriding Considerations, including up to one round of County review; and



- Task 8: Provide project management and oversight, including administration of the amended contract and attendance at up to four public hearings required to support the Final SEIR.

Revised Budget and Schedule

Our existing contract includes a budget of \$89,424 and a 10% contingency of \$8,942 for a total budget of \$98,366. In 2015 the County authorized use of \$8,079 of the contingency, for a total authorized budget of \$97,503 and a remaining contingency of \$863. Our billings on the project to date total \$86,337; therefore, the current remaining authorized budget is \$11,166.

Our estimate for finalizing the remaining technical studies and completing the SEIR is \$34,732. Therefore, this request is to add \$23,566 to the existing budget, and to update the contract scope of work to reflect an updated project schedule. Please note that this request includes the full scope of work to complete the environmental review for the project described above, as well as updating the budget for the remaining contract tasks to apply Rincon's current schedule of fees. The detailed budget associated with this request is shown in the attached table.

An updated project schedule for the Final SEIR is attached. This schedule assumes that the SEIR will be reinitiated in March 2020 and shows the Final SEIR being ready for public hearings by July 2020.

Thank you for providing guidance for developing the updated budget and schedule to complete the Final SEIR. Please contact me or Richard Daulton if you have any questions about our proposed scope, budget, or schedule.

Sincerely,
Rincon Consultants, Inc.

Chris Bersbach, MESM
Senior Environmental Planner/Program Manager

Richard Daulton, MURP
Principal/Vice President



Rincon Consultants, Inc.

1530 Monterey Street, Suite D
San Luis Obispo, California 93401

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RINCON CONSULTANTS, INC.

Orcutt Key Site 3 EIR

Cost Estimate

Tasks	Rincon Labor Classification →			Principal I	Senior Professional I	Professional III	Production Specialist	GIS/CADD Specialist II	Clerical
	Labor Cost	Direct Expense	Hours						
				\$220	\$160	\$130	\$88	\$125	\$75
Task 1: Revised Response to Comments/Admin Final EIR	\$3,486		25	1	8	12	2	2	
Task 2: Revised Final EIR/Rev Letter Project Description	\$1,986		15	1	2	4	2	6	
Task 3: Revision Letter									
<i>Changes to the Project (easement, freeway buffer, unit reduction)</i>	\$1,060		7	1	2	4			
<i>Changes to Regulations & Guidelines (air quality, GHG, bio, energy, wildfire)</i>	\$4,840		34	2	8	24			
<i>Changes to the Cumulative Setting (cumulative project list, revised traffic report)</i>	\$2,740		19	1	6	12			
Task 4: Mitigation Monitoring and Reporting Program	\$1,900		13	1	4	8			
Task 5: Final EIR Publication	\$2,546	\$3,108	18	2	4	8	2	2	
Task 6: Preparation of CEQA Findings/Statement of Overriding Considerations	\$5,456		38	4	8	24	2		
Task 7: Public Hearings and Meetings (4 hearings, 1 meeting)	\$4,950		32		30				2
Task 8: Project Management/Coordination	\$2,660		18	2	12				4
SUBTOTAL COST	\$ 31,624	\$ 3,108	219	\$ 3,300	\$ 13,440	\$ 12,480	\$ 704	\$ 1,250	\$ 450

Direct Cost Summary

FEIR (1 repro copy, 20 bound copies)	\$ 3,108
Subtotal Additional Costs:	\$ 3,108
















Summary

Professional Fees + Direct Costs Subtotal	\$ 34,732
Remaining Budget in Existing Contract	\$ 11,166
TOTAL PROJECT BUDGET	\$ 23,566

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task.



County of Santa Barbara
 Orcutt Key Site 3 Project Subsequent EIR
Revised Project Schedule

Task	2020						
	March	April	May	June	July	August	September
Revised Administrative Final Subsequent EIR/Response to Comments		 					
Revised Administrative Final Revision Letter/Project Description				 			
Mitigation Monitoring and Reporting Program				 			
CEQA Findings/Statement of Overriding Considerations				  			
Final Subsequent EIR							 





-  Work in Progress
-  County Staff Review
-  Meeting
-  Public Hearing

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **121,932.00**
- 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. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- 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.