# 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 <a href="https://www.wood.ncm.nc">www.wood.environment & Infrastructure</a> SOLUTIONS, INC. with an address at <a href="https://www.nc.ncm.nc">104 WEST ANAPAMU STREET, SUITE 204A, SANTA BARBARA, CALIFORNIA 93101</a> (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein for preparation of Phase Two of a <a href="https://www.countractors.nc">Countywide Recreation Master Plan</a>.

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

Jeff Lindgren at phone number (805) 568-2475 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Dan Gira** at phone number **(805) 962-0992** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

#### 2. NOTICES

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

To COUNTY:

Jeff Lindgren

County of Santa Barbara Community Services Department, Parks Division

123 E. Anapamu St., 2<sup>nd</sup> Floor Santa Barbara, CA 93101

E-Mail: jlindgren@co.santa-barbara.ca.us

To CONTRACTOR:

Dan Gira

Wood Environment & Infrastructure Solutions, Inc.

104 W. Anapamu St., Suite 204A

Santa Barbara, CA 93101

E-Mail: daniel.gira@woodplc.com

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 upon Board approval and end performance upon completion, but no later than <u>June 30, 2022</u> 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 in 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. <u>By COUNTY.</u> 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.

- 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. <u>By CONTRACTOR.</u> 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.

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# 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.

(COSB 6/3/2015)

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

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

ATTEST:  Mona Miyasato  County Executive Officer  Clerk of the Board	COUNTY OF SANTA BARBARA:
By: Sheek dla Guerra Deputy Clerk	By: Bob Nelson, Chair Board of Supervisors  Date: 1-26-21
RECOMMENDED FOR APPROVAL:	CONTRACTOR:
Community Services	Wood Environment & Infrastructure Solutions, Inc.
By: George Chapjian, Director	By:  Authorized Representative  Name:  Title:
APPROVED AS TO FORM:	APPROVED AS TO ACCOUNTING FORM:
Michael C. Ghizzoni County Counsel	Betsy M. Schaffer, CPA Auditor-Controller
Deputy County Counsel	By: Juan Izquierdo (Jan 4, 2021 10:44 PST)  Deputy
APPROVED AS TO FORM: Risk Management	

Risk Management

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

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

ATTEST:	COUNTY OF SANTA BARBARA:
Mona Miyasato County Executive Officer Clerk of the Board	
By: Deputy Clerk	By: Steve Lavagnino, Chair Board of Supervisors  Date:
RECOMMENDED FOR APPROVAL:	CONTRACTOR:
Community Services	Wood Environment & Infrastructure Solutions, Inc.
By: George Chapjian, Director	By: Authorized Representative  Name: Aaron P. Goldschmidt  Title: V.P. Environmental Science Practice
APPROVED AS TO FORM:	APPROVED AS TO ACCOUNTING FORM:
Michael C. Ghizzoni County Counsel	Betsy M. Schaffer, CPA Auditor-Controller
By: Deputy County Counsel	By: Deputy
APPROVED AS TO FORM:	
Risk Management	
By: Risk Management	

#### **EXHIBIT A**

#### STATEMENT OF WORK

CONTRACTOR shall provide planning services and coordinate with the County, other recreational service providers, and the public to develop Phase Two for the Countywide Recreation Master Plan to be adopted by the County Board of Supervisors. The County envisions this project to be a continued collaboration involving the County, the eight incorporated cities, state (including school districts) and federal districts and agencies, non-profit organizations (sports leagues, YMCA, etc.), and private recreation-oriented entities (e.g., El Capitan Canyon, Rancho Oso RV & Camping Resort, etc.). The Scope of Work provides tasks for the Phase Two Countywide Recreation Master Plan development, followed by a description of specific work items that shall occur within the proposed tasks as identified in the description of each task.

# Task 1: Phase 2 Public Outreach Program

The County intends to coordinate with all stakeholders to use the CONTRACTOR-developed Master Plan to guide future growth, development, and redevelopment of the parks and recreational facilities network, and enhance coordination between the public, agencies, and decision-makers. Public outreach initially anticipated to be completed as part of Phase 1 of the Master Plan was delayed due to the COVID-19 pandemic, with Phase 2 now including the bulk of outreach activities. Continuing and substantially expanding the public outreach process under Phase 2 is critical for engaging the community throughout the Master Plan preparation process, particularly to integrate the recommendations for park and recreation needs and improvements. Public outreach activities for the Master Plan shall overlap with community engagement requirements for grant funding programs, so that when local agencies are ready to apply for funding the recommended park and recreation improvements identified in the Master Plan, some level of public engagement has already been completed. Building on public outreach completed in Phase 1, public outreach shall entail performing a wider range of outreach activities as outlined in the Public Outreach Plan (POP) and discussed further below.

Contractor shall employ a grassroots outreach strategy, working with agencies and community organizations to engage a broad range of potentially interested members of the public and recreation service providers, in order to boost public participation in the Master Plan, facilitate participation in the survey, and collect diverse public input from youth, elderly, minority, disadvantaged communities, and special needs populations. The POP shall include the following:

- Continue to promote participation/input (e.g., web and hard copy recreation needs survey developed in Phase 1) and collect information from the public and stakeholders, including recreation service providers, community recreation organizations (e.g., sports leagues, outdoor organizations, etc.), recreation and outdoor oriented businesses, and potentially complementary industries, such as wine, craft brewing, and food industries. CONTRACTOR shall directly reach out to cities and State Parks to confirm the inventory of existing facilities and collect a list of pending and planned improvements. CONTRACTOR shall conduct at least three public workshops and four focused stakeholder meetings. CONTRACTOR shall hold up to four in-person tabling events and pop-up booths at locations such as Jalama Beach County Park, sporting events, and potentially trailheads as determined safe and appropriate.
- CONTRACTOR shall conduct outreach at Jalama Beach County Park to support the development of the proposed campground expansion. CONTRACTOR's outreach shall involve multiple platforms (e.g., social media, pop-up events, a survey of campers at Jalama, public workshops, flyers) with an emphasis on disadvantaged communities to receive input on facility needs and design.
- Outreach activities and meetings have been adjusted to comport with Health Department Guidelines to address concerns over the COVID-19 pandemic. As such, meetings and outreach shall be online using virtual platforms (e.g., Microsoft Teams, Zoom) with follow up in-person meetings to facilitate broadbased public input, when permissible. A world café format with tables, poster boards, comment cards

(Co of SB EX A 10-17-2014) Exhibit A Page 1

- and other outreach materials included if in-person workshops are possible. CONTRACTOR shall record and tabulate all comments received.
- CONTRACTOR recommends that one workshop involve a panel format of nationally and/or locally prominent sports figures be recruited to discuss the importance of recreation and draw public interest; this could be done in virtual or in-person format, depending upon timing.
- CONTRACTOR shall direct outreach meetings with agency representatives, including the County departments and decision-makers (e.g., Planning & Development Department, Agricultural Advisory Committee), State Parks planning staff, and recreation managers from the eight cities.
- CONTRACTOR's virtual outreach methods and stakeholder engagement shall include one-on-one virtual meetings with organization representatives to discuss publicizing the survey and information dissemination on the Master Plan to the organization's membership, and any potential upcoming recreation-related community events (virtual or in-person). CONTRACTOR shall hold virtual stakeholder and focus group interviews with key recreational service providers, such as staff from local, state and federal agencies, school districts, youth and adult sports leagues, outdoor recreation organizations, complimentary wine/craft brewing/food industries, business community interests, open space or conservation organizations, senior citizen service organizations, churches, private recreation service providers, etc. CONTRACTOR shall perform in-person interviews when determined safe and acceptable per the County Health Order.
- CONTRACTOR's outreach to disadvantaged and underserved communities shall involve collaboration with the steering committee, universities (e.g., UCSB and Alan Hancock College), school districts, and stakeholder agencies to facilitate direct outreach to their existing networks, including provision of Spanish versions of public information (e.g., preparing material packets, defining scope of work for the outreach teams). CONTRACTOR shall place a particular focus on collecting input from non-English speakers, disadvantaged communities, and other targeted communities (e.g., youth outreach). CONTRACTOR's outreach techniques shall involve production of multilingual outreach materials (e.g., postcards, flyers, survey), and continued engagement with stakeholders and the steering committee to provide support for gathering a diversity of input from the community.
- CONTRACTOR shall tabulate and record all verbal comments and letters during stakeholder meetings and workshops will be received, in an appendix to ensure that concerns are addressed in the Master Plan.
- Contractor shall continue to maintain the website for the Project (<a href="www.SBCRecPlan.com">www.SBCRecPlan.com</a>) to promote participation in the online survey, as well as post Project updates and information on events. This website shall be an interactive living webpage that directly links to all of the Project's social media pages, the "Greenprint for Parks and Recreation in Santa Barbara County" GIS-based map, and provides resources for local agencies and recreation service providers.
- CONTRACTOR's social media outreach shall include building upon the County's social media platforms (i.e., Facebook, Instagram, Twitter), as well as established social media pages for agencies and recreation organizations.
- CONTRACTOR shall promote participation in the recreation needs survey and youth-focused survey (developed in Phase 1) and gather input on issues such as recreation preferences, demand for special recreational facilities, accessibility of recreation facilities and transportation issues, demand for after school programs, priorities for park and recreation improvements. Additionally, CONTRACTOR shall record the community of residence of respondents and preferred method of communication and social media.
  - CONTRACTOR's outreach directed to youth shall entail coordination with school district representatives and provision of the survey adapted to youth interests in parks and recreation.

- CONTRACTOR shall continue ublic outreach throughout development of the Master Plan (see Section III, Schedule & Cost Estimate).
- CONTRACTOR shall distribute posters at key locations (e.g., parks, trailheads, beaches, campgrounds) and consider how best to get hard copy postcards and surveys to users safely. For example, CONTRACTOR can work with state, County, and private campground managers on how best to distribute information and surveys to arriving campers.

#### Task 1 Deliverables:

- CONTRACTOR shall provide a minimum of three (3) public workshops, with a virtual format employed at
  first, shifting to in-person meetings in 2021, as determined acceptable per County Health Order; note,
  given the lower costs of virtual workshops, CONTRACTOR will work with the County to determine the
  budget, which may allow for additional meetings if desirable by County. CONTRACTOR shall provide a
  summary report following each public workshop, including an overview of outreach activities conducted,
  a compilation of comments received, and key issues organized by topic area. CONTRACTOR shall schedule
  these workshops to optimize public participation and could occur on weekends.
- CONTRACTOR shall provide a minimum of four (4) virtual or in-person focus group and stakeholder interviews, including a summary report of interviews.
- CONTRACTOR shall host one (1) meeting with each of the cities and State Parks and four (4) steering committee meetings.
- CONTRACTOR shall hold up to four (4) in-person tabling events and pop-up booths as determined safe and appropriate per County Health Order.
- CONTRACTOR shall conduct direct outreach to cities and State Parks.
- CONTRACTOR shall develop Web and hard copy surveys designed to engage residents and solicit feedback on recreation needs, and tabulate, analyze, and summarize survey results.
- CONTRACTOR shall maintain a Social media calendar and provide content.
- CONTRACTOR shall provide print materials (posters, postcards, fact sheet, business cards) for distribution and promotion.
- CONTRACTOR shall create a POP Appendix to the Master Plan summarizing all public outreach activities.

# Task 2: Phase 2 Existing Park & Recreation Facilities Inventory

The draft inventory of existing parks and recreation facilities in the County, including a georeferenced GIS database, as well as summary tables, graphs, and maps, was completed in Phase 1 of the Master Plan. Public outreach was delayed in Phase 1, and, as such, meetings with local agencies and recreation service providers to complete the inventory shall be required in Phase 2. During Phase 2, this inventory and GIS map shall be refined, expanded, and finalized to include updated information on the location, size, and assets of all parks, recreation facilities, open space, public trails, campgrounds, and semi-public recreation resources in the County based on confirmations and input received from recreation service providers through public outreach. This shall involve working with recreational providers across the County. This shall also involve adding public trails, campgrounds, semi-public recreation resources (e.g., joint use agreements with schools) and recreation programs based on steering committee meetings, stakeholder interviews, GIS analysis, and field visits. This summary shall help determine the strengths and challenges within the recreation system in the County and inform the recreation needs assessment (Task 4).

# To complete this task, Contractor shall:

• Confirm draft inventory through direct outreach to recreation service providers and update and refine the GIS database of existing park and recreation facilities in the County, including classification, facilities, size, managing agency, location, and existing conditions.

- Analyze the final inventory to describe existing park and recreation facilities countywide and by recreation planning area. This analysis shall employ the recreation classifications developed during Phase 1 and disclose acreage and service population information by community.
- Describe existing recreation programs and service providers, including established shared-use programs between local agencies and partnerships of local agencies with nonprofit and private recreational service providers. CONTRACTOR shall provide tables and appendices to the Master Plan to list and describe the recreational service providers in the County, including school districts, adult and youth sports leagues, as well as outdoor, youth, and senior activity organizations, etc.
- Provide a concise summary assessment of local agency facilities, existing facility conditions, and key
  findings for the County as a whole and regional recreation planning areas (e.g., Santa Ynez Valley) with
  details broken down by jurisdiction, along with summaries of major issues (e.g., unfunded maintenance
  backlog, key facility needs).

#### Task 2 Deliverables:

 CONTRACTOR shall develop and provide a Countywide Inventory of Parks, Recreation Facilities, and Programs (Draft and Final), including an interactive "Greenprint" map and GIS database on Santa Barbara County Conservation Blueprint Atlas, poster maps for public outreach, as well as analyses, summary tables, figures, and appendices and integrated into the Master Plan.

# Task 3: Economic Analysis of Park & Recreation Improvements

Recreation provides substantial economic benefit to Santa Barbara County, including year-round tourism to our beaches, State Parks, and other natural attractions, as well as more active recreation pursuits, which include major sporting events and tournaments, as well as recreation-oriented businesses. Although such events have been interrupted by the COVID-19 pandemic, based on available information, it is anticipated that they will resume sometime in 2021. Outdoor athletic events, such as the Santa Barbara Triathlon, Santa Barbara Half Marathon, California Beach Volleyball Association Tournament at East Beach, Rancho Vistadores Trail Ride, Pier to Peak Run, Amgen Cycling, She Is Beautiful 10K, Santa Ynez Wildflower Century Bike Ride, Rincon Classic surf contest, and Santa Maria's Elks Rodeo, all bring substantial visitation to the County with positive economic benefits. Additionally, cultural and concert venues, such as the Santa Barbara Bowl concert series, Santa Ynez Chumash Inter-tribal Pow-Wow at Live Oak Music Festival, also attract an influx of tourists in addition to County residents.

Visitor-serving industries, such as hotels, spas, restaurants, wineries, and breweries, all benefit from tourism and associated outdoor recreational activities. Outdoor recreation has been studied in Sonoma County and elsewhere for its specific economic benefits. According to the Outdoor Industry Association, outdoor recreation generated \$887 billion in direct spending for the U.S. economy in 2017, a 37% increase from its 2012 valuation. In California alone, Outdoor Recreation generated \$92 billion in direct consumer spending, the highest state spending in the nation, producing 691,000 direct jobs and \$6.2 billion in state and local taxes in 2017 (Sonoma County 2018). The Outdoor Recreation sector in Santa Barbara County comprises outdoor recreation-related businesses across a broad array of activities, including biking, hiking, golfing, water sports and surfing, and equestrian activities, and is home to national outdoor recreation manufacturers such as Deckers.

Santa Barbara County is known for its beaches, well established wine industry, and the natural beauty of its coast, valleys, and mountains. These assets draw tourists and outdoors recreation enthusiasts to the region. The County can enhance its tourism industry by fostering its reputation as a premier destination for outdoor recreation and other types of recreation. In 2017, 7.2 million tourists visited the South Coast of Santa Barbara County, contributing \$1.9 billion to the local economy and supporting more than 13,000 jobs (Visit Santa Barbara 2018). The Master Plan shall consider future opportunities to grow and support this emerging sector in the years ahead. CONTRACTOR to be

assisted by Mr. Ben Sigman of Economic & Planning Systems, Inc. (EPS), a land economics consulting firm experienced with recreation and park planning and analysis of potential associated economic benefits.

To identify the potential economic benefits of recreation to the County and techniques to expand such economic activity, Contractor shall:

- Contact key business such as sporting goods stores, recreational manufacturers, chambers of commerce, hotels, and wine and beer industries to solicit input on existing economic activity surrounding recreation and ideas for expansion.
- Develop a working group of interested businesses to foster feedback, ideas, and improved coordination with local agencies and recreational service providers.
- Review census data, market condition reports, the Santa Barbara County Economic Forecast reports, state
  park visitation analyses, and other sources for data related to recreation, parks, and trails in the County.
- Identify the benefits of outdoor recreation pursuits, spas and retreats, wineries, breweries, and farm-totable restaurants in drawing tourists to the County and related economic benefits.
- Identify the range of economic benefits generated and the nature of benefits that flow from specific types
  of parkland. The assessment shall cover "non-market" recreation benefits, health benefits, and property
  value, as well as spending and employment impacts in the regional economy.
- Utilize the parkland inventory and associated parkland attribute data prepared during Phase 1 and refined in Phase 2 to provide an order-of-magnitude economic benefits assessment.
- Based on the above data and background research, provide a qualitative and programmatic review of the
  economic impacts of parks, recreation, and trails in the County. Formal estimates of economic impacts or
  use of IMPLAN is not included in this task, but Contractor is capable of providing this service under a
  separate proposal.
- For the Jalama Beach Campground Expansion, conduct economic analysis to identify the appropriate mix
  of tent, RV, and cabin sites to provide enough low-cost overnight accommodations for low- and middleincome campground users, while maintaining overall economic viability.
- Provide recommendations for the County and other local agencies to implement strategies that foster economic development opportunities associated with improved recreation.

#### Task 3 Deliverables:

- CONTRACTOR shall provide a "white paper" memorandum to provide an overview of economic benefits which CONTRACTOR shall include as an appendix to the Master Plan.
- CONTRACTROR shall develop and provide a broad-based economics chapter based on Task 3 work items
  with integration of key findings from the "white paper" memorandum. CONTRACTOR shall include this as
  a chapter of the Master Plan (Administrative Draft, Public Draft, and Final).

# TASK 4: RECREATION NEEDS ASSESSMENT

Contractor shall build upon research completed during Phase 1 (e.g., Inventory, Demographics) and initial tasks in Phase 2 (e.g., Economic Analysis and Public Outreach Program) to complete the programmatic Recreational Needs Assessment to address gaps in recreation and park amenities and projected needs to inform efficient future countywide recreation planning efforts, coordination, and cooperative funding mechanisms. CONTRACTOR shall carry forward data and analysis from the Phase 1 Demographics Chapter on existing populations and projected trends and the Phase 1 Inventory Chapter

to inform analysis of the adequacy of existing and planned facilities compared to local and state park standards. CONTRACTOR shall also describe any issues concerning existing resources and facilities, and unmet recreational needs both countywide and within individual recreation planning areas, cities, and communities. CONTRACTOR shall evaluate data from the public outreach effort; local, state, and national park and recreation standards; adequacy of existing facilities and programs; and data concerning existing demographic characteristics and trends and include this data and evaluation in this assessment. CONTRACTOR shall perform the following under this task:

- Review level of service (LOS) standards for recreation, based on standards developed by the National Recreation and Park Association (NRPA), and other accessibility standards, including the "10-minute walk" standard between neighborhoods and recreation facilities.
- Detail existing adopted local agency standards for acceptable or targeted ratios of parkland and other facilities to population or recreational needs, including active and passive parkland, trails, and active recreation facilities such as pools or gyms.
- Compare these Park LOS standards to existing and projected populations based on Phase 1 Demographic Chapter within regional recreation planning areas and individual communities.
- Evaluate the adequacy of programs, services, and maintenance funding to meet the applicable recreation standards.
- Compare data and feedback from public outreach regarding community inspired recreational needs with existing and planned recreational facilities and programs to determine the adequacy of existing and planned facilities and programs to meet demand.
- Integrate the Recreational Needs Assessment with data from the economics analysis to consider as part of future potential improvements identified in Task 5 below.
- Evaluate how well the location and condition of facilities meet the needs of the community, based on a
  range of factors such as age, population trends, convenience, connectivity to neighborhoods, trails and
  bike paths, and safety.
- Evaluate the adequacy of recreational facilities countywide, by recreation planning area and within each
  city and community based on public outreach results, adopted standards and review of existing and
  planned facilities and programs based on the Park and Recreation Inventory, as well as adopted agency
  park, open space, and trail plans or capital improvement plans.
- Review land use and GIS mapping analyses to determine underserved areas for parks and passive and active recreation.
- Review planned and pending improvements, acquisitions, and programs identified in adopted plans, pending applications, etc., including any recreational master plans, general plans, and capital improvements plans.
- Review accessibility indicators to determine if parks and recreation facilities provide opportunities for
  persons with disabilities, and any transportation (e.g., walking, bike paths, transit, parking, etc.),
  communication (e.g., signage, language, etc.), or socioeconomic factors that could be barriers to access or
  limit the use of parks and recreation facilities.
- Identify and tabulate key unmet recreational needs countywide, by recreation planning area, city, and community and identify special needs population sectors for all types of park and recreational facilities and programs based on the above analyses.

Consider initial unmet recreation needs identified in the context of public input received and coordinate
with steering committee and key stakeholders to ensure that the Recreation Needs Assessment reflects
input of key participants.

# Task 4 Deliverables:

 CONTRACTOR shall provide a Recreational Needs Assessment based on the information attained from the work items in Task 4 (Administrative, Draft, and Final).

# Task 5: Planning For Park, Recreation, & Trails

Key findings from the Recreation Needs Assessment and input received through the public outreach program shall be the basis for developing the Recreation Master Plan for improvements to park and recreation facilities and programs in the County. CONTRACTOR and COUNTY shall develop a vision or mission statement for the Master Plan based on COUNTY desired outcomes. Under the guidance of the steering committee and/or key stakeholders, CONTRACTOR shall develop Master Plan goals, strategies, initiatives and concepts for parks, recreational facilities, trails, and programming to meet the needs of the community. This shall include new facilities or improvements to existing facilities, including parks, campgrounds, special-use facilities, active transportation infrastructure (e.g., trails systems, bikeways, or shared-use paths); recreation programs such as classes, health and wellness programs, special events, community festivals; and/or operations including service levels, capital improvements, maintenance, and technology improvements. CONTRACTOR shall explore and develop working relationships between agencies, businesses, and recreational service providers. This task shall include the following:

- Based on public and stakeholder input, the Recreational Needs Assessment, and accepted national and local park and recreation demand ratios, CONTRACTOR shall identify a hierarchy of regional, community, neighborhood, and pocket parks countywide, by region, within each city and unincorporated community to provide differing recreation and/or open space and trail opportunities, along with recreation program improvements to collectively meet community needs. Further, CONTRACTOR shall:
  - Identify potential location of regional parks in underserved regions of the County. Such regional or community parks shall generally be 10- to 15-acre multi-use parks that provide a variety of facilities and services, including sport fields, for underserved communities.
  - o Identify potential locations for new pocket, neighborhood, or community parks, within convenient walking distance (e.g., within a quarter- to half-mile) to most residential neighborhoods.
  - Identify potential locations of specialized recreational facilities, including universally accessible parks, sports fields and courts, dog parks, exercise facilities, skate parks, climbing walls, pickle ball courts, etc.
  - Identify potential new campground locations, particularly to provide improved low-cost visitor serving access to the coast and to create economic development opportunities.
  - Consider potential demand for and locations of indoor recreational facilities, including gyms, community centers, teen centers, etc.
  - Identify demand for and possible locations of nature based open space and recreation facilities, including new multiple use trails or specialized bike or equestrian trails within existing local and State Parks, Los Padres National Forest, or in potential new parks or open space areas.
  - Consider identified backlog of improvements to existing park and recreational facilities countywide, by recreation planning area, within each city and community based on existing capital improvement or maintenance plans, including both replacement or upgrades of existing facilities and the addition of new improvements at existing parks or recreation facilities.

- Consider upgrades to existing recreation assets such as sports courts, children's playgrounds, walking paths, picnic areas, etc.
- Identify existing recreational program needs and potential for added recreation programming, including assessment of ongoing costs and funding sources.
- CONTRACTOR shall review the range of recreation and parks projects that have the potential to be brought forward as near-term or priority improvements over the next decade. While the list of improvements has not yet been developed, early outreach efforts during Phase 1 have informed CONTRACTOR of several opportunities. The scope of planning and analysis would be affected depending on the list of specific near-term improvements. Potential improvements include:
  - Key park and recreation improvements identified by the cities, such as improvements to Le Roy Park in Guadalupe, the Santa Ynez River Trail between Buellton and Solvang, or improvements to La Concha Park in Carpinteria.
  - Improvements within North County unincorporated communities, such as Orcutt Foothill trails and parks, Vandenberg Village, Santa Ynez Valley trails and parks (e.g., pool improvements), the Refugio Road Trail, the Buellton to Solvang Trail, Foxen Canyon Wine Trail, and other trails and parks identified during public outreach.
  - o Rancho Guadalupe Dunes County Park or City of Guadalupe area campground.
  - o Point Sal trail and coastal access and coastal access improvements.
  - Ocean Beach-Surf Beach Boardwalk.
  - Jalama Beach County Park campground expansion and coastal trail and access trail/ stairway improvements.
  - o Gaviota Coast California Coastal Trail Improvements (e.g., Paradiso del Mare, Gaviota State Park).
  - Gaviota Coast campground improvements (e.g. Baron Ranch, Gaviota Marine Terminal, Las Flores Canyon over longer term).
  - Improvements to Isla Vista and eastern Goleta Valley Parks and trails (e.g., new foothill trails, Eastern Goleta Valley urban trails, Walter Capps Park).
  - Key park and recreation improvements identified by the cities of Goleta, Santa Barbara and Carpinteria, such as trail connections between Ben Page Youth Center and the County Administrative Complex, which could eventually transition into a trail connecting the coast and Arroyo Burro Beach all the way up to Los Padres National Forest.
  - o Improvements within other South County unincorporated communities (e.g., Montecito, Summerland, and Toro Canyon), such as construction of a new Summerland recreation center.
- As CONTRACTOR develops the range of potential future recreational improvements, CONTRACTOR shall
  work with the County, cities, and stakeholders to refine the evolving project list into short-term high
  priority projects and longer-term projects or programs to be reviewed in the future EIR analysis.
  CONTRACTOR shall review near-term projects at a high level of detail to facilitate funding and construction
  and long-term at a more program level of detail.
  - For city projects, CONTRACTOR shall identify desired or requested changes in capital improvement or recreation master plans as identified by the cities through outreach.

- o For County projects, CONTRACTOR shall identify potential changes in the capital improvement plan, community plans, Local Coastal Plan (LCP), countywide Comprehensive Plan, and ordinances, particularly where revising permit requirements may be desired by the COUNTY to facilitate selected types of development in rural and/ or urban areas, including provision of inns, retreats, campgrounds, wineries, restaurants or other types of agritourism improvements in exchange for desired recreational amenities (e.g., trail easements and/or construction). CONTRACTOR shall explore a range of potential permit downshifts, for example from a Conditional Use Permit or Development Plan to lower level permits, such as a Land Use permit, to provide strong incentives for recreational development.
- CONTRACTOR shall identify Master Plan programs, such as incentives for landowner and business support
  and participation and funding, including permit streamlining and downshift for desired projects that are
  accompanied by or facilitate recreational improvements. Further, CONTRACTOR shall:
  - Coordinate with County Planning and Development and Public Works Departments to integrate Master Plan work with the pending Farmstay ordinance, Agricultural Tiered Permitting (aka Agritourism ordinance), and pending active transportation planning.
  - Explore working with the ranching community to ease permit requirements on private lands for desired agricultural or agritourism improvements (e.g., wineries, inns, restaurants, campgrounds) in exchange for recreational trails or other recreational facilities (e.g., campgrounds, retreats, farm stays, etc.).
- CONTRACTOR shall investigate specific new sites for recreation amenities with reconnaissance-level surveys and desktop background research (e.g., CNDDB, NRCS soils survey information, etc.) to support programmatic feasibility analysis, unless more detailed feasibility analysis is funded outside this scope of work. For the Jalama Beach Campground Expansion, Contractor shall complete the following planning tasks:
  - Perform biological and cultural resource surveys and initial review of utility improvements (e.g., wastewater disposal) to support analysis in the Master Plan and the Master Plan EIR.
  - Design campground improvements based on analysis to-date that increases the capacity of the Park by approximately 40-50 new campsites.
  - o Prepare concept/pre-design findings & recommendations and site plan diagrams.
  - Study feasibility of a mix of types of overnight accommodation (e.g., tent sites, RV Cabins, RV sites, yurts, etc.), area development (landscape & hard scape features), grading & drainage, existing & proposed structures, multi modal circulation & linkages.
  - o Develop a concept site plan diagram into illustrative site plans.
  - Perform a planning analysis for campground expansion and reconfiguration and prepare supporting materials to streamline the County pre-application permitting process.
  - O Work with local agencies and organizations to develop conceptual site plans for near-term or priority improvements to help inform impact analysis during environmental impact analysis under CEQA and site planning and permitting. Design Workshop, a sub-contractor, will assist with conceptual renderings of site improvements and Pacific Building Workshop, a sub-contractor, will provide conceptual campground layouts as feasible and funded.

- Coordinate with partners in recreation, including school districts, sports leagues, churches, trail
  and conservation organizations, and youth and senior activities groups to identify park and
  recreation facility options and program improvements.
- CONTRACTOR shall work with the outdoor recreation, visitor serving, and entertainment business sectors
  (e.g., wineries, breweries, etc.) to integrate provision of recreational amenities with new or existing
  business opportunities through creation of wine trails, special events, or other recreational activities that
  provide business and economic development opportunities.
- CONTRACTOR shall develop strategies to galvanize and facilitate coordination and partnering between
  agencies, recreational service providers, community organizations, and the business community to meet
  the Master Plan's vision for improvements to parks and recreation facilities and programming.
- CONTRACTOR shall identify programs and actions to facilitate interagency coordination, particularly to improve access to public lands for recreation and promote acquisition of state and federal grants.
- CONTRACTOR shall identify all recommended improvements, including those already programmed by the County and the cities in capital improvement plans, recreation master plans, community, and general plans to permit centralization of information for easy use and access and to facilitate regional coordination.
- CONTRACTOR shall develop a rank-order list of prioritized projects, programs, initiatives, etc. and provide brief project summaries for each recreation planning area.

#### Task 5 Deliverables:

 CONTRACTOR shall provide a detailed Park and Recreation Improvements Master Plan Chapter (Administrative, Draft, and Final)

# Task 6: Funding, Financing, & Implementation

Existing park and recreation services and facilities are funded through a variety of means. Local agencies such as the County and the cities often use general fund revenues, funds/assessments from existing service districts, grants, and user fees; parks foundations, philanthropic donations, and volunteers also provide support. Many local agencies in the County charge park development fees on development projects and Quimby Act fees on new subdivisions to offset the demand for new park facilities. Further, development projects may also provide funding or public park dedications through the planning process to offset such fees or as a local agency requirement; for example, in the County, planned residential development (PRD) zoning requires dedication of 40 percent of land to public and/or private open space as a condition of development. These types of local agency exactions are tools that CONTRACTOR shall explore in the Master Plan for recreation funding.

Further, the Los Padres National Forest and State Parks system rely on revenue from the federal and state budgets, as well as user fees and occasionally grants. Nonprofit organizations and private recreational providers often partner with local and state agencies to assist in recreational improvements and maintenance. For example, the Santa Barbara County Trails Council worked with Gaviota State Park to reconstruct more than 5 miles of trails in the park. Sports leagues often use public parks or school district sports fields and provide facility maintenance or improvements. Nonetheless, funding is often a major challenge to developing new facilities, maintaining existing ones, and operating recreational programs.

A variety of potential funding sources exists to improve and maintain park and recreational facilities and programs. These include state grants funds allocated through agencies such as California State Parks and the State Coastal Conservancy. Most recently, California Proposition 68 enacted by voters in 2018, one of a series of such bonds over the last several decades, allocates \$4 billion for parks, recreation and open space, habitat, and water quality improvements. These funds will be available through multiple grant programs; a Master Plan will help position County

communities to receive such funds or those from future state bond measures or federal programs such as the recently reauthorized Land and Water Conservation Fund. In addition, local governments can consider formation of special districts, benefit assessment districts, or a Joint Powers Authority, as vehicles to raise additional funds. Alternately, existing revenue streams from flexible sources such as hotel bed tax increases could be allocated to park and recreational improvements or programs. This chapter of the Master Plan shall function as a standalone document that is easy to comprehend and accessible to any agency or recreation organization that wants to use the Master Plan as a basis for pursuing a particular project, as well as for grant applications. This chapter of the Master Plan shall establish a roadmap for cities, local agencies, and recreation service providers to implement improvements at the local level. Implementation of the Master Plan shall also be easily translated to the Master Plan website, so the "Greenprint for Parks and Recreation in Santa Barbara County" may provide readily available information about the envisioned improvements and guidance on steps to implement prioritized projects in different communities. This task shall include the following:

- CONTRACTOR shall develop a matrix that describes each prioritized project, location, timing, cost, and potential sources of funding.
- CONTRACTOR shall identify existing ongoing maintenance costs, staffing levels and unmet maintenance backlog reflective of the operations and management plans and programs for respective service providers.
   CONTRACTOR shall describe general maintenance staffing needs and costs associated with new or improved facilities and those associated with improved programming.
- CONTRACTOR shall prepare an economic narrative for potential park and recreation improvements that
  describes potential demand based on the recreation needs assessment, costs, revenue generation, and
  potential funding sources to provide a preliminary assessment of financial feasibility of the Master Plan.
  CONTRACTOR shall also:
  - Assess grant funding opportunities from state and/or regional agencies and identify specific known grant programs, types of qualifying projects, timing, and amounts available.
  - Research and describe existing applicable park financing tools, such as Quimby fees and park development impact fees for the cities and County; provide a matrix that identifies existing fee programs, fee amounts, and balances as applicable.
  - Assess potential revenue streams from park concessions by identifying existing major concessions, fees for facility use, and other existing or potential revenue streams.
  - Estimate programmatic costs of the Master Plan implementation, as well as snapshot estimates for key near-term improvements to assess financial feasibility and funding options.
  - Assess opportunities for interagency collaboration and public-private partnerships (P3) to realize the recommended park and recreation improvements, particularly where shared infrastructure is needed.

#### Task 6 Deliverables:

- CONTRACTOR shall provide a Funding, Financing, and Implementation Chapter for the Master Plan (Administrative, Draft, and Final).
- CONTRACTOR shall provide matrices detailing recommended improvements, costs, and potential funding sources.

#### Task 7: Draft Master Plan

Contractor shall collaborate closely with County staff, the steering committee, interested agencies, and stakeholders to develop the Administrative Draft Master Plan. The Administrative Draft Master Plan shall integrate and publish information and findings developed under Tasks 1-6 above. The Administrative Draft Master Plan shall integrate goals, objectives, policies, and actions developed through public outreach and stakeholder meetings, supported by findings based on investigations from the Recreational Needs Assessment, and culminate in recommendations more fully described in the Recommended Park and Recreation Improvements Chapter. Additionally, the Administrative Draft Master Plan shall contain a summary of current recreational plans, including relevant general or community plans, master plans, and other park and recreation documents that guide acquisition, development, and maintenance of the countywide network of park and recreation resources. Finally, an integral part of this task includes the preparation of maps, plans, graphics, and other supporting figures to create an accessible user friendly document, enhance public understanding during the review process, and serve as adopted exhibits as part of the future Master Plan. The Administrative Draft Master Plan shall provide sufficient detail regarding the size, description of features, and locations of proposed recreation improvements, programs and amenities, supported by maps, tables and graphics to permit consideration by decision-makers and the public and shall be organized to be accessible to the public, stakeholders, and decisionmakers (Table 1). As discussed below in Task 8, the EIR shall also support streamlining of future environmental review and permitting for Master Plan improvements.

#### Table 1. Master Plan Components

**Chapter 1: Introduction** describes the purpose, key issues, goals, and organization of the Recreation Master Plan and provides context for its development (completed and submitted during Phase I).

Chapter 2: County Overview describes the physical and regulatory setting in Santa Barbara County as a basis for recreation planning (to be prepared during Phase 2)

Chapter 3: Demographic Analysis describes the existing and projected future demographic characteristics of the County's population, regional recreation planning areas (e.g., Santa Maria Valley) and individual cities and unincorporated communities (completed and submitted during Phase I).

Chapter 4: Existing Recreation Facilities and Programs Inventory provides details on all existing parks, recreation facilities, and services and programs within the County (initial Inventory Tables and Maps completed and submitted during Phase I; text and chapter to be prepared during Phase 2).

Chapter 5: Public Outreach will discuss the public outreach process undertaken, community feedback received, resident and stakeholder interests, needs, and priorities for recreation as obtained through a Countywide survey, social media, community events, public workshops, and other outreach techniques employed (outreach materials and website and initial digital distribution of survey to over 7,000 recipients completed during Phase I; full public outreach campaign commences during Phase 2).

Chapter 6: Recreation Needs Assessment will use public input, demographic data, and the parks inventory to understand the gaps in recreation amenities throughout Santa Barbara County (initial review of demographic affects and Recreation Inventory completed during Phase I; full needs assessment to commence during Phase 2).

**Chapter 7: Economic Development** will identify potential economic benefits of recreation to the County and cities at a programmatic level, techniques to expand such economic activity, and considers future opportunities to grow and support the emerging sector of recreational tourism (to be completed during Phase 2).

Chapter 8: Active Transportation and Public Health will provide overviews of the relationship between these issues and existing and planned park and recreation improvements (initial public health data compiled in Demographic chapter during phase I; full analysis to be performed as part of Phase 2).

Chapter 9: Recommended Improvements will build on the Recreation Needs Assessment to prioritize specific projects and programs, including potential improvements to existing facilities and recommended new facilities and programs (initial tracking and coordination of improvement commenced during Phase 1; to be completed during Phase 2).

Chapter 10: Funding and Implementation will identify program-level costs for recommended improvements and options for funding, including existing and potential local funding options, state and federal grant program opportunities and the roadmap for implementing the Recreation Master Plan (to be completed during Phase 2).

Appendices will include technical and regulatory information used in creation and implementation of the Recreation Master Plan (to be completed during Phase 2). .

CONTRACTOR shall revise the Administrative Draft Master Plan based on internal review by the County to develop the Public Draft Master Plan, including a digital screencheck copy for County review prior to publication. The screencheck review ensures incorporation of all agency comments. CONTRACTOR shall incorporate final comments

and publish the proofed Draft Master Plan for public and stakeholder review. The Public Draft Master Plan will be distributed and noticed by the County. The Draft Master Plan shall serve as the basis for the Master Plan Project to be analyzed within the EIR.

#### Task 7 Deliverables:

- CONTRACTOR shall prepare and provide an Administrative Draft Countywide Recreation Master Plan, including electronic versions in MS Word and PDF formats for staff
- CONTRACTOR shall prepare and provide a screencheck Draft, including electronic versions in MS Word and PDF formats.
- CONTRACTOR shall prepare and provide a public Draft Countywide Recreation Master Plan, including electronic versions in MS Word, PDF print, and PDF website formats, and ten (10) hardcopies of the Draft Recreation Master Plan.

#### Task 8: Environmental Impact Report

This section describes Contractor's approach to the EIR to ensure timely completion of tasks and delivery of high-quality work products for the Project. Consistent with CEQA Guidelines, Contractor shall prepare a Program EIR to address environmental impacts associated with implementation of the Master Plan Project. The EIR shall also identify a range of mitigation measures, if necessary, to reduce potential impacts of the proposed recreational improvements.

#### **EIR Preparation Tasks**

After completion of the Draft Master Plan, Contractor shall meet with County staff and key stakeholders as deemed appropriate by the County and initiate environmental review. CONTRACTOR shall discuss with COUNTY lessons learned regarding EIR scope and potential issues of concern from the initial public outreach process, approach to technical studies, and challenges identified during the Master Plan preparation process to ensure the EIR's scope and approach is designed to address these issues and ensure the EIR's legal sustainability. During an EIR kickoff meeting, Contractor shall work with County staff to review and refine the scope of the EIR with an emphasis on action items needed to advance the Project. A description of each task and the associated deliverables Contractor shall complete as part of preparing the EIR is provided below in Table 2. CONTRACTOR shall also coordinate closely with County staff and other stakeholders on the scope of the EIR as well as on the scope of alternatives.

#### Table 2. Program EIR Preparation & Management

Project Kickoff, Meetings, and Management. Contractor views the kickoff process as critical to successful EIR completion. Our management team would attend an EIR kickoff meeting with County staff to refine the EIR scope and focus resource analyses (e.g., agriculture, transportation, biological and cultural resources, aesthetics/ scenic views, land use, etc.). We would prepare an initial list of questions/data requests and potential issues of concern and a refined project schedule for discussion at the kickoff meeting. We recommend that the EIR kickoff process also include results of preliminary fieldwork, as well as sites agreed upon for more detailed site-specific analysis.

**Deliverables:** We would prepare an initial list of questions/data request, identify any early issues or concerns, and provide a written summary and list of key action items agreed on at the meeting which would be submitted to the County electronically.

**Review of Available Studies and Reports.** Contractor would review background information sources for this Project, including State and federal resource maps (e.g., California Natural Diversity Data Base, State Important Farmland Maps) and County planning documents (e.g., County community plans and EIRs and City general plans, County/ City prepared resource maps) to identify useful information and analysis for incorporation into this EIR to maximize the utility and use of existing data; We would confer with County staff regarding any key issues or concerns discovered during review.

**Deliverables**: Any key issues identified in existing reports, data bases and studies will be provided through a memo and or conveyed at meeting(s), questions, or data requests; all submittals will be electronic (Microsoft Word® and PDF).

#### Table 2. Program EIR Preparation & Management

Notice of Preparation/Initial Study. We would work with County staff to develop the Initial Study (IS) checklist to address all impacts to help focus the scope of the EIR and provide substantial evidence for all resource areas. The draft IS will help focus key CEQA issues by identifying areas of no impact, less than significant impact, and potentially significant impacts, with or without mitigation. A Program EIR evaluating all components of the Master Plan would be appropriate to avoid piecemealing the analysis and maximize the efficiency and applicability of the EIR to all phases of implementation. We would also support Project scoping, including drafting of a Notice of Preparation (NOP) and attendance of a scoping meeting or public workshop to facilitate receipt of public comments on the scope of the EIR. All comments received will be compiled into a matrix as an appendix to the EIR.

**Deliverables**: Electronic copies (Microsoft Word® and PDF) of Draft and final IS, NOP and matrix of comments received and initial responses to append to the Administrative Draft EIR).

EIR Project Description and Recommended Alternatives. Wood believes that a complete project description is the foundation of an adequate EIR. While we understand that the Master Plan will provide a complete project description, Contractor would craft this to be of appropriate length and focus for an EIR to ensure a sufficient level of detail to support adequate environmental analysis. Contractor will also consult with County staff and key stakeholders (as determined by County) prepare a set of three (3) concept alternatives, including the "No Project" alternative, based on CEQA requirements, and address city/County policy frameworks to guide development of other alternatives, and potentially reflect comments received on NOP, as well as consultation with County staff.

Deliverables: Administrative draft of the Project Description, along with a draft of potential Concept Alternatives (Microsoft Word® and PDF).

Prepare Administrative Draft EIR. The Administrative Draft EIR (ADEIR) will address direct, indirect, and cumulative impacts for all relevant issues, as well as standard CEQA sections, such as growth inducement, climate change, and consistency with adopted plans and policies. Impacts associated with alternatives will also be analyzed and compared with Project impacts. The EIR will build upon and incorporate data from adopted regional, County and city plans and EIRs and MNDs. Each EIR section will contain an environmental setting description, assessment of construction and operational impacts, any required mitigation measures, and a clear statement of cumulative and residual impacts. The ADEIR will respond to issues raised during the scoping phase and public comment period. Deliverables: Electronic versions of the ADEIR and Appendices (Microsoft Word® and PDF).

**Prepare Draft EIR.** We will prepare a Draft EIR (DEIR) that thoroughly addresses County and stakeholder (as determined by County) comments and questions on the ADEIR. Contractor would use up-front coordination during preparation of the ADEIR to minimize changes needed. We would provide the County with electronic versions of a screencheck draft EIR for final review prior to publication of the DEIR.

**Deliverables:** Electronic versions (Microsoft Word® and PDF) of the screencheck DEIR and public DEIR, including a version with files divided into chapters suitable for easy download from County's website. Ten (10) hardcopies of the DEIR with appendices provided digitally on CDs. We would also submit the DEIR package to the state CEQA Clearinghouse and would prepare the draft Notice of Availability (NOA) and Notice of Completion (NOC) for staff review and submittal to the County Clerk.

Prepare Administrative Final EIR. Contractor would prepare responses to written and oral comments received on the DEIR during a recommended 60-day public review period. We would incorporate substantiating technical details, CEQA references, and court cases as needed to support proposed responses. Consistent with County standards, the Administrative Final EIR (AFEIR) will include the DEIR in its entirety with changed pages in strikeout and underline to address changes, detailed in the Responses to Comments, and a Draft Mitigation Measures and Reporting Program (MMRP). The MMRP will identify mitigation measures, responsible parties, or agencies, implementing actions, and timing for implementation.

Deliverables: Electronic versions copy of the AFEIR and Appendices (Microsoft Word® and PDF)

**Prepare Final EIR.** We will incorporate any changes into the EIR necessary to reflect County comments and stakeholder (if determined appropriate) and final direction for the environmental analysis. We would provide the County with electronic versions of a screencheck Final EIR (FEIR) for final review prior to publication of the FEIR.

**Deliverables:** Electronic versions (Microsoft Word® and PDF) of the screencheck FEIR and all technical appendices and the Final EIR, including a version with files divided into chapters suitable for easy download from County's website. Ten (10) hardcopies of the FEIR with appendices provided digitally on CDs. We would also provide noticing support.

#### **EIR Scope and Key Issues**

The precise nature, location, and range of recreation improvements proposed under the Master Plan are not yet known. As the Master Plan is more fully developed, Contractor shall work with County staff to refine the EIR scope and approach to address the impacts of proposed improvements. CONTRACTOR shall also use the Initial Study as part of this process to help focus the EIR's scope.

Contractor shall use the EIR to streamline approval of high priority improvements. Analysis for many general concepts or improvements for which no site or design details are available are programmatic in nature to permit flexibility while addressing all environmental issues. Where more detailed information is available on proposed improvements and/or where site-specific analysis is available (e.g., Jalama Beach County Park campground

expansion), CONTRACTOR shall provide more detailed analysis and project/site-specific findings to streamline future environmental review and permitting. CONTRACTOR shall work with County staff to select those projects that could benefit from such analysis (e.g., several potential conceptual rural trail projects), as well as those put forth by the cities or other recreational service providers. CONTRACTOR shall work with County staff to identify which projects may be well developed enough to support more detailed analysis and where such an approach may help facilitate advancing these projects more rapidly through the permit process.

The Program EIR shall address direct, indirect, and cumulative environmental impacts. Each environmental resource area evaluation shall include the following subsections (Table 3).

#### Table 3. EIR Analysis Methodology & Contents

*Environmental Setting* describes the physical, natural, and human environmental setting that forms the baseline for the analysis of impacts associated with the project and alternatives.

**Regulatory Setting** provides a summary of local, state, and federal requirements for resource areas (e.g., General Plan and other applicable City policies).

Environmental Impact Analysis provides the thresholds for determining impact significance and the impact analysis methodology.

Project Impacts, Mitigation Measures, and Residual Impacts identifies and describes the potential direct and indirect impacts of the project compared to the existing setting.

Mitigation Measures include a stated condition, along with a mitigation monitoring component (Plan Requirements, Timing, and Monitoring Responsibility).

Cumulative Impacts assess the impact of the project in conjunction with implementation of other past, present, and probable future projects.

Contractor shall build upon information and reports gathered from recent EIRs, existing local and regional plans (e.g., agency general plans and EIRs, Regional Transportation Improvement Plan, etc.) as well as available regional data bases (e.g., California Natural Diversity Data Base; National Wetland Inventory Maps, hazardous materials data bases, adopted list of historic structures/ landmarks, etc.). Work with County staff, CONTRACTOR shall draft the EIR Project Description and prepare the Alternatives for initial staff review and prepare the draft and final EIRs within a COUNTY determined timeline. CONTRACTOR shall ensure careful project management, detailed environmental analysis, and continued public participation building upon that associated with the Master Plan.

• CONTRACTOR's Program EIR shall address resources and issues areas consistent with the state CEQA Guidelines, including key anticipated areas, such as transportation/circulation, biology, cultural resources, hydrology/water quality, utilities, and noise. Because of the programmatic nature of the EIR and the potential for widespread improvements distributed throughout the County, CONTRACTOR shall prepare a full scope EIR that addresses most issues areas from the IS checklist. During preparation of the Initial Study and Notice of Preparation scoping process, CONTRACTOR shall refine and expand upon the initial scope for key EIR issues areas in Table 4 below. Although CONTRACTOR anticipates the EIR to be a full scope EIR, Contractor shall use the IS to focus the EIR and help determine whether some issue areas may be eliminated from further consideration in the EIR (e.g., minerals, forestry, population and housing, etc.).

Aesthetics and Visual Resources. Santa Barbara County supports a wide range of aesthetic resources, including scenic highways (e.g., State Route 154, portion of U.S. 101), scenic natural resources such as the Santa Ynez Mountains, oak woodlands, historic buildings, and areas with panoramic ocean views. Although park and recreation facilities often provide aesthetic relief and benefits, particularly in urban communities, development of new facilities has some potential to impact scenic resources. The EIR's aesthetics and visual resource section would be based largely on desktop research using tools such as adopted general and community plans, as well as regional plans, including recognition of adopted scenic highways or view corridors. This research would be supplemented by targeted fieldwork and photo documentation of high priority improvement sites by Wood staff. Based on the final set of recommended high priority and long-term improvements, comments on the NOP, and input from the County and key stakeholders, Contractor would identify both programmatic level and site-specific impacts to aesthetic and visual resources (where applicable) to biological resources. The EIR will also include both programmatic level mitigation measures and those for site-specific impacts where applicable.

Agricultural Resources. Santa Barbara County supports over 500,000 acres of productive agricultural land, including extensive areas of grazing land and cultivated agriculture such as strawberries and broccoli in the Santa Maria Valley, vineyards in the Santa Ynez Valley, and orchards along the South Coast. Agriculture is a key component of the County's economy, providing tens of thousands of jobs and attracting tourists to visit the County's famed wineries. Project development and operation could affect agricultural resources though development of parks and trails on agricultural land and potentially through increased urban-rural conflicts (e.g., pesticide use, trespass). To address such issues, the EIR's agricultural analysis would assess impacts using tools such as the California Important Farmland Maps, Natural Resource Conservation Service Soil Maps, County Agricultural Preserve Maps and database, or other data from adopted general and community plans. This analysis would be supplemented by targeted fieldwork of high priority improvement sites by Wood staff which may be located on or adjacent to agricultural lands, and where potentially funded (e.g., Guadalupe Campground studies; see Optional Tasks), more detailed assessment of particular sites. Based on the final set of recommended high priority and long-term improvements, comments on the NOP, and input from the County and key stakeholders, Contractor would identify both programmatic level and site-specific impacts (where applicable) to agricultural resources. The EIR will also include both programmatic level mitigation measures and those for site-specific impacts where applicable, building upon adopted County policy and those of the cities.

Air Quality and GHG Emissions. Wood's team will document the existing climatic and air quality conditions in Santa Barbara County, relevant Air Pollution Control District (APCD), state, and federal regulatory standards and thresholds, and attainment/non-attainment pollutants for the South Central Coast Air Basin (Basin). The proposed Project could result in generation of emissions during construction activities and during operation from vehicles and energy/water demands. We will provide programmatic information on net new vehicle trip generation estimates provided in the Project's Transportation Study and available programmatic information on stationary source emissions. Particular attention will be paid to sensitive receptors and the known proposed locations of new parks, and potential sources of Toxic Air Contaminants (TACs) such as diesel particulate emissions. Based on available data, Wood's air quality and GHG specialist will prepare programmatic criteria pollutant and GHG emissions modeling using CalEEMod or other tools to inform the impact analysis. Contractor will provide a general construction emissions analysis based on available information. We will assess potential impacts and quantify criteria pollutant emissions associated long term operation of proposed improvements, including increased traffic, to the extent feasible. Contractor will identify mitigation measures, as necessary, to reduce impacts to the maximum extent feasible, including potential requirements for equipment efficiency during construction and operations (e.g., use of Tier 4 construction equipment), and potential transit and active transportation improvements to link new parks with neighborhoods to reduce Project-related vehicle miles traveled. Contractor would also assess the consistency of the proposed Project with regulations and policies, including the County and city general plans, the Air Quality Attainment Plan, the County's Energy and Climate Action Plan, etc.

Biological Resources. Santa Barbara County supports a wide range of habitats, including oak and riparian woodlands, chaparral and coastal sage scrub, vernal pools, native grasslands, and coastal wetlands that support dozens of special status or sensitive species. These include both rare wildlife species such as the California tiger salamander, southern steelhead trout, arroyo toad, and many other species, along with rare plants such as the Gaviota tarplant. Although these resources tend to be most intact in the rural areas, urban communities also support intact habitat areas and sensitive species. The EIR's biological resource analysis would be based largely on desktop research using tools such as the California Natural Diversity Data Base, National Wetlands Inventory Maps, habitat maps (e.g., Environmentally Sensitive Habitats maps in Coastal Zone) or other data from adopted general and community plans, as well as regional plans or state and federal data. This research would be supplemented by targeted fieldwork of high priority improvement sites by Wood staff, and where funded, reconnaissance surveys by qualified biologists of selected sites such as Jalama Beach County Park. Based on the final set of recommended high priority and long-term improvements, comments on the NOP and input from the County and key stakeholders, Contractor would identify both programmatic level and site-specific impacts (where applicable) to biological resources. The EIR will also include both programmatic level mitigation measures and those for site-specific impacts where applicable. A Biological Technical Report will be prepared for the sites funded for individual review and included as an appendix (see Optional Tasks). Mitigation measures would be refined in coordination with County and City staff (as applicable).

Cultural & Tribal Cultural Resources. Santa Barbara County supports a rich assemblage of cultural resources, including hundreds of known pre-historic archaeological sites, historic structures and districts, a high potential for unknown subsurface pre-historic and historic resources, as well as potential tribal cultural resources. Although some of these resources tend to be most intact in the rural areas, urban cities and communities also support intact known pre-historic and historic cultural resources, as well as potential for yet to be discovered resources. The EIR's cultural resource section would be based on desktop research using tools such as the County's database and maps of cultural resources, local and state agency list of historic structures, or other data from adopted general and community plans, as well as regional plans or state and federal data. This research would be supplemented by targeted fieldwork of high priority improvement sites by Wood staff, and where funded, reconnaissance surveys by qualified cultural resource specialists of selected sites such as Jalama Beach County Park. Based on the final set of recommended high priority and long-term improvements, receipt of comments on the NOP, consultation performed under AB 52 and potentially SB 18, and input from the County and key stakeholders, Contractor would identify both programmatic level and site-specific impacts to (where applicable) to both pre-historic and historic resources, as well as tribal cultural resources. The EIR will also include both programmatic level mitigation measures and those for site-specific impacts where applicable. A Cultural Resources Technical Report will be prepared for the sites funded for individual review and included as an appendix (see Optional Tasks). Mitigation measures would be refined in coordination with County and City staff (as applicable).

Environmental Justice. Although some state agencies assess environmental justice (EJ) concerns in CEQA documents, EIRs do not typically include an analysis of EJ related issues. Wood has prepared EJ analyses in EIRs (e.g., Plan Santa Barbara General Plan Update Program EIR) and would recommend that the County consider doing so for the Master Plan EIR. If the County determines that it wishes to include an EJ analysis, Contractor would use state EJ guidelines (modified as needed) such as those employed by the California State Lands Commission, as well as emerging guidance from the Association of Environmental Professionals (AEP), to identify EJ effects, focusing on disadvantaged communities such as Guadalupe or portions of the Lompoc Valley, rural areas, and some South Coast neighborhoods. We would assess if the Master Plan disproportionately impacts or benefits EJ communities. The EIR's EJ analysis would be based on desktop research using data from the Demographics chapter, census data, Community FactFinder, and EJSCREEN, as well as work with groups such as Lompoc Valley Health Coalition, Santa Maria Valley YMCA, or Cottage Health. Based on the final set of recommended high priority and long-term improvements, comments on the NOP, and input from the County and key stakeholders, Contractor would identify both programmatic level and potentially site-specific adverse or beneficial impacts related to EJ. The EIR will also include both programmatic level mitigation measures and those for site-specific impacts where applicable. Supporting EJ information will be included as an appendix (as applicable).

Geology and Soils. Santa Barbara County includes multiple types of geological hazards, including dozens of on and offshore faults that can cause fault rupture or ground shaking, steep slopes with potential for rockfall and landslides and soil constraints such as expansion, contraction, or collapse. Although the South County tends to support a higher level of geologic hazards than the urbanized areas of North County, such hazards occur countywide. The EIR's Geology and Soils analysis would be based on desktop research using tools such as the County's Seismic Safety Element, Alquist-Priolo Fault Maps, Dibblee Geologic Maps, Natural Resource Conservation Service Soils maps, city general plan seismic safety elements, and other readily available geologic databases and maps, including state and federal data. Based on the final set of recommended high priority and long-term improvements, comments on the NOP, and input from the County and key stakeholders, Contractor would identify both programmatic level and site-specific impacts (where applicable) associated with geology and soils. The EIR will also include both programmatic level mitigation measures and those for site-specific impacts where applicable (see Optional Tasks). Mitigation measures would build off standard measures provided in adopted plans and policies and be refined in coordination with County and City staff (as applicable).

Hazards and Hazardous Materials. Santa Barbara County includes multiple types of potential hazards such as extensive areas of past and going oil production (e.g., Gaviota Coast, Solomon Hills), abandoned or active industrial sites and older structures that may have utilized hazardous materials in construction (e.g., lead based paint, asbestos). The EIR's hazards and hazardous materials analysis would be based on desktop research using tools such as hazardous materials databases (e.g., Envirostor, Envirofacts, County Fire Department records), Department of Toxic Substance Control (DTSC) database, past EIRs, etc. This general desktop research would be supplemented by targeted reconnaissance fieldwork of high priority improvement sites by Wood staff. Based on the final set of recommended high priority and long-term improvements, comments on the NOP, and input from the County and key stakeholders, Contractor would identify both programmatic level and site-specific impacts (where applicable) associated with hazards and hazardous materials where development of new parks may encounter issues such as soil contamination or expose users to existing hazards such as adjacent or nearby oil production activities or active agriculture. The EIR will also include both programmatic level mitigation measures and those for site-specific impacts where applicable, including regulatory requirements and standard Best Management Practices. The EIR appendices will contain relevant hazards and hazardous materials information and/ links to websites for all relevant data base searches. Mitigation measures would build off standard measures provided in adopted plans and policies and be refined in coordination with County and City staff (as applicable).

Hydrology & Water Quality. Santa Barbara County supports three river or large steam systems, including the Santa Ynez River, Santa Maria River and San Antonio Creek, along with hundreds of perennial and intermittent creeks, as well as both coastal and inland wetlands. These rivers and creeks present flood hazards within several urban areas (e.g., Goleta Valley) as well as providing important aquatic habitats that are dependent upon clean water to support associated wildlife and other beneficial uses. Project development could potentially impact water quality through grading and development with subsequent erosion and sedimentation or in some instances, flooding of proposed improvements. The EIR's Hydrology and Water Quality section would be based on desktop research using tools such as FEMA Floodplain maps, County Flood Control data, County and city general plans Project Clean Water information, and other readily available geologic databases and maps, including state and federal data. This research would be supplemented by targeted reconnaissance level fieldwork of high priority improvement sites by Wood staff. Based on the final set of recommended high priority and long-term improvements, comments on the NOP, and input from the County and key stakeholders, Contractor would identify both programmatic level and site-specific impacts (where applicable) associated with hydrology and water quality, including both flooding and water quality impacts. Groundwater supplies and quality would also be addressed. The EIR will also include both programmatic level mitigation measures and those for site-specific impacts where applicable. The EIR appendices will contain relevant flooding and water quality and supply information and/links to websites. Mitigation measures would build off standard measures provided in adopted plans and policies and be refined in coordination with County and City staff (as applicable). Based on this impact analysis, Contractor would identify Best Management Practices and mitigation measures to control sedimentation and erosion, as well as limited instances of in-stream construction and potential flood hazards.

Land Use & Planning. Santa Barbara County, the eight cities, SBCAG, APCD and state and federal agencies all have multiple adopted plans and policies that could help guide or be affected by the Project. The EIR's land use and planning analysis would be based on review of adopted general and community plans, regional plans, and relevant state or federal plans (e.g., general plans for State Parks), Based on the final set of recommended high priority and long-term improvements, comments on the NOP, and input from the County and key stakeholders, Contractor would identify both programmatic level and site-specific land use impacts (where applicable) and assess consistency with key policies from adopted plans. Because there are many hundreds of even thousands of policies embedded in adopted plans, the EIR analysis would focus on key goals and policies with supplemental material included in the appendices as needed. Depending on the final details of the draft Master Plan, the EIR may assess the impacts of any potentially recommended changes to adopted general plans and/or ordinances, particularly in areas under County jurisdiction. For example, if the draft Master Plan includes programs to incentivize public-private partnerships for provision of recreational improvements (e.g., trail easements), the land use planning analysis would assess related impacts and consistency with adopted policies of potential permit downshifting to ease permitting for desired improvements, benefiting both the property owner and general public. The EIR will also include both programmatic level mitigation measures and those for site-specific impacts where applicable, particularly for potential amendments to adopted plans. Mitigation measures would be refined in close coordination with County and City staff (as applicable). Noise. Santa Barbara County has a wide range of noise environments, ranging from quiet residential neighborhoods and rural areas to noisier locations such as those adjacent to major arterials or freeways or with airport flight paths. The EIR's noise section would be based on desktop research using tools such as the adopted general plan noise elements or recent EIRs on larger projects or general plans for the cities and County, Airport Land Use Plans, recent EIRs, available Caltrans data and standard state noise data. This research would be supplemented by targeted fieldwork of high priority improvement sites by Wood staff, which could include selected noise measurements if deemed necessary. Based on the final set of recommended high priority and long-term improvements, comments on the NOP, and input from the County and key stakeholders, Contractor would identify both programmatic level and sitespecific noise impacts (where applicable). For example, new campgrounds in rural areas could generate new noise in currently quiet areas while locating parks next to major transportation corridors may expose users to high levels of noise. The EIR will also include both programmatic level mitigation measures and those for site-specific impacts where applicable. The appendices will include supporting noise data or links to adopted plans such as Noise elements. Mitigation measures would be refined in coordination with County and City staff (as applicable).

Public Services and Utilities. Santa Barbara County includes a wide range of public service provides and utilities, including the County's eight cities, the County, multiple special districts (e.g., water or sanitation districts) and multiple utility service providers, including major utilities such as Southern California Edison, Southern California Gas, and Pacific Gas and Electric. Water service is diverse with multiple private water companies providing water service in many areas of the County. The EIR's public services and utilities would use tools such as public information and annual reports for the cities, County, and special districts, adopted general plans, and recent EIRs. This research would be supplemented by targeted research of high priority improvement sites by Wood staff to address unique issue such as wastewater disposal at Jalama Beach County Park, water supply for a potential campground at Gaviota Marine Terminal, or high water electric power demand that could accompany regional active sports field improvements due to high turf water mand and night light of ballfields. Based on the final set of recommended high priority and long-term improvements, receipt of comments on the NOP and input from the County and key stakeholders, Contractor would identify both programmatic level and site-specific public service and utility impacts, including increased demand on often underfunded parks departments of the cities and County to meet increased demand for park maintenance, construction and programming. The EIR will also include both programmatic level mitigation measures and those for site-specific impacts where applicable. The appendices will include supporting data on public service and utility demand calculations or links to adopted plans. Mitigation measures would be refined in coordination with County and City staff (as applicable).

Recreation. Park and recreation facilities in the County are provided by the eight cities, the County and a range of private often nonprofit recreational service providers, including organizations such as the YMCA, sport leagues, private companies such as El Capitan Canyon Campground, and other private non-profit service providers. The EIR's Recreation section would summarize information for the cities, County and special districts, recreation master plans or capital improvement plans, adopted general plans, recent EIR to described park and recreation resources. While the Master Plan has high potential for beneficial impacts to recreation, based on the final set of recommended high priority and long-term improvements, comments on the NOP, and input from the County and key stakeholders, Contractor would identify both beneficial and adverse programmatic level and site-specific public recreational impacts, including increased demand on often underfunded parks departments of the cities and County to meet increased demand for park maintenance, construction and programming. The EIR will also include both programmatic level mitigation measures (e.g., new funding strategies and programs) and those for site-specific impacts where applicable. The appendices will include supporting data on parks and recreation, including existing and projected park and recreation budgets, staffing, future demand, etc. Mitigation measures would be refined in coordination with County and City staff (as applicable).

Transportation & Pedestrian Safety. The County supports a diverse transportation network including regional freeways such as U.S.101, State Highways such as State Route 1, 154, and 134, major arterials, and surface streets within most cities and unincorporated communities. Public transit service is available throughout urban areas in the County, although levels of transit access and frequency vary by community. Similarly, pedestrian and bicycle facilities are present in virtually all communities in the County, although these can vary from neighborhoods and communities with complete and well-developed sidewalks and bike paths, particularly in areas developed since the 1980s, to communities with incomplete pedestrian and bike facilities that may lack safe links to local and regional parks. The Master Plan would facilitate the development of new parks, recreational facilities and trails with potential for increases in new vehicular trip generation, vehicle miles traveled, possible safety hazards associated with increased traffic and pedestrian bicycle use and potential increases in demand for active transportation linking these new facilities to the communities. To address potential transportation impacts, Contractor would assemble existing data related transportation facilities in the County, including regional plans (e.g., Regional Transportation Improvement Plan, bicycle master plans, long range transit plans), circulation elements, and capital Improvements plans for the cities and County, and confer with agency staff regarding both near-term and long term improvements as they relate to both near-term and long term recreation improvement are proposed as part of the Master Plan. Contractor would determine trip generation estimates for both near-term and long-term Master Plan improvements based on the rates presented in the Institute of Transportation Engineers (ITE) Trip Generation Manual, and local studies of similar trailhead and recreational facilities. We would also review the site access, circulation, and parking issues for near-term improvements. We would prepare Vehicle Miles Traveled (VMT) analyses for near-term improvements using the County's adopted VMT calculation procedures and impact thresholds. We would also coordinate with the County Public Works Department and SBCAG on how best to integrate ongoing active transportation planning efforts to ensure integration of Master Plan improvements with these ongoing planning efforts. If site-specific VMT or geometric analysis is needed, Contractor could prepare site-specific studies on a time & materials basis. Based upon this analysis. we would identify recommend feasible mitigations for identified transportation impacts, including geometric or other improvements to address access and safety and means to reduce VMT such as active transportation improvements to better links parks with neighborhoods and siting parks within safe walking or biking distance from underserved communities.

Wildfire. The County supports large areas that are exposed to high wildland fire hazards, particularly along the "chaparral-urban interface" between wildland vegetation and adjacent urban development. The Santa Ynez Mountains and other wildland areas are subject to dry conditions during fire season, seasonal 40 to 50 mile per hour winds, and high temperatures of over 90 degrees that contribute to a much higher threat of wildfire year-round. As such, much of the County is located within an area designated as subject to high fire hazards — Very High Fire Hazard Severity Zone by CALFIRE. The Master Plan improvements in rural areas such as trails, campgrounds and parks may be located within or adjacent to areas of highly flammable native vegetation that could convey wildfires moving down toward such facilities. Construction and use of recreational improvements, trails, and campgrounds may present some degree of risk for ignition of wildfire within this region. In addition, as demonstrated by the devastating 2020 Creek Fire, the safety of campers and trail users can be at risk during wildfire. Based on the final set of recommended high priority and long-term improvements, comments on the NOP, and input from the County and key stakeholders, Contractor would identify both programmatic and site-specific wildfire hazards analysis, including increased potential for ignition, if any. The EIR will also include both programmatic level mitigation measures and those for site-specific impacts where applicable, such as both trail and campground wildfire reduction strategies. The appendices will include supporting data on available wildlife ignition data. Mitigation measures would be refined in coordination with County and City staff (as applicable).

Project Alternatives. CEQA requires that EIRs review alternatives that can reduce or avoid project related significant environmental effects, including a No Project alternative. Contractor would coordinate with County staff and key stakeholders to address alternatives to planned Master Plan improvements capable of avoiding or reducing any significant impacts. These could include reduced development, alternative locations, or differing management strategies. As a countywide Program EIR, the alternatives analysis could also be used as a planning tool to assess differing approaches to improve recreational services. As the Master Plan has not yet been developed, out team would work with County staff and key stakeholders to craft up to three (3) alternatives including the No Project alternative that address Project environmental impacts, but also may provide planning flexibility to provide the County and cities with flexibility on various options for improving park and recreation services.

#### Task 9: Final Master Plan

Following completion of the Final EIR, CONTRACTOR shall prepare the Final Master Plan, incorporating any necessary changes into the Draft Master Plan based upon the findings of the EIR and any comments and direction from the County and key stakeholders. Contractor shall submit an Administrative Final Master Plan to County staff for review and comment. Following receipt of comments and edits on the Administrative Final Master Plan, CONTRACTOR shall prepare and submit a digital screencheck Final Master Plan to County staff for additional review and comment to provide staff with an opportunity to verify that comments were adequately addressed. CONTRACTOR shall incorporate any final County staff comments and publish the proofed Final Master Plan for public review and consideration by County and other agency decision-makers. All public comments shall be included as part of the technical appendices. The Final Recreation Master Plan will be distributed and noticed by the County, informed by agency partners.

#### Task 9 Deliverables:

CONTRACTOR shall provide an electronic version of the Administrative Final, Final and Screencheck Recreation Master Plan in MS Word and PDF print and website formats and ten (10) hardcopies of the Final Recreation Master Plan with accompanying technical appendices (CDs, PDF format).

#### Task 10: Meetings & Hearings

Contractor shall attend up to fourteen (14) virtual and/or in person meetings and hearings with County staff, environmental hearings for the NOP, Draft EIR, and Final Master Plan and Final EIR, and hearings for decision-makers from the cities and County. These may include up to six (6) meetings with County staff; one (1) NOP/ scoping hearing; one (1) public hearing for the Draft EIR; one (1) County Parks Commission meeting; one (1) County Riding and Hiking Trails Advisory Committee meeting; one (1) Agricultural Advisory Committee meeting; two (2) County Planning hearings, and one (1) County Board of Supervisors hearings on the Final Master Plan and EIR certification. For each meeting, CONTRACTOR shall prepare draft agendas, minutes, and presentations for County staff review and use. CONTRACTOR shall attend additional in-person meetings on a time and materials basis. In addition, CONTRACTOR shall also participate in regular informal conference calls and/or virtual meetings (e.g., Zoom, MS Teams) with County staff, to discuss progress and updates no less than every month and the potential for in-person meetings to resume after June of 2021, or sooner if public health guidelines permit such meetings.

#### Task 10 Deliverables:

CONTRACTOR shall attend and participate in meetings, EIR related hearings, decision-maker hearings, and preparation of agendas, minutes, and presentations for such meetings and hearings.

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#### **EXHIBIT B**

# PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **§429,999**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE a monthly 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 DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Attachment B1 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of 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.

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#### **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:

- 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).
- 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.
- 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:
  - 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.

# Attachment B1

(Wood reserves the right to move budget between tasks)

Wood Environment & Infrastructure Solutions, Inc.

CLIENT:
PROJECT:
Date of Estimate:

County of Santa Barbara Modification No. 1 - Countywide Recreation Master Plan. November 17, 2020

Not-to-Exceed Cost Estimate based on Time & Materials

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