



**TO:** Mayor and Councilmembers

**SUBMITTED BY:** Isaac Rosen, City Attorney

**PREPARED BY:** Winnie Cai, Assistant City Attorney

**SUBJECT:** Agreement with Rincon Consultants for Shelby Project Environmental Review

**RECOMMENDATION:**

- A. Adopt Resolution No. 25-\_\_ entitled “A Resolution of the City Council of the City of Goleta, California, Authorizing the Execution of an Agreement Between the City of Goleta and Rincon Consultants for Shelby Project Environmental Review”; and
- B. Authorize a budget appropriation of \$330,000, with \$215,600 being appropriated from the Housing-In-Lieu Fund Balance and \$114,400 from the General Fund Unassigned Fund Balance as described in the fiscal impact section of the report.

**BACKGROUND:**

The City of Goleta (City) had previously been engaged in litigation with respect to a proposed housing project at the property located at 7400 Cathedral Oaks Road, in *Shelby Family Partnership, L.P. v. City of Goleta* (“project”). The Shelby Family Partnership had initiated litigation against the City in response to the City’s return of a preliminary application, based in part on differing views of a novel issue under State housing law. On February 26, 2025, the Santa Barbara Superior Court ordered the City to accept the preliminary application submitted by the applicant in November 2023 for the proposed project, which includes 56 residential units and qualifies as a “Builder’s Remedy” project under State housing law. The parties subsequently entered into a settlement with respect to the proposed project, which in part allows the City to ensure robust environmental review under the California Environmental Quality Act (CEQA).

**DISCUSSION:**

As part of the settlement, and to promote transparency and clarity of the environmental impacts of the proposed development, the City will update and recirculate the full Environmental Impact Report (EIR) for the project. In order to conduct such environmental

review, the City will need to retain a qualified environmental firm at its own cost to assist the City in updating and recirculating the previously prepared EIR.

When awarding a professional services contract over \$45,000, Goleta Municipal Code section 3.05.260(F) generally requires the City to undertake a competitive bidding process. However, the contract for this EIR is exempt from that bidding process pursuant to Goleta Municipal Code section 3.05.040(15), for purchases made in connection with a “claims settlement” made by the City. In this case, the requirement that the project include an updated and recirculated EIR was a component of the negotiated settlement between the City and the Shelby Family Partnership.

Rincon Consultants is familiar with the project and the requirements of the CEQA and has assisted the City and housing applicants with projects within the City of Goleta. Rincon is well suited to conduct the environmental review for the revised project. On July 1, 2025, Rincon submitted a proposal to conduct the necessary environmental review for the proposed project, attached as Attachment 1.

Accompanying this staff report is the Resolution, Attachment 2, that will authorize the City Manager to execute a contract between the City of Goleta and Rincon Consultants, with substantially the same terms as those outlined in the attached proposal and the template agreement included as Exhibit A to Attachment 2.

#### **FISCAL IMPACTS:**

The proposed agreement with Rincon Consultants, for preparation of the Revised Draft and Final EIR for the Shelby Project has a not-to-exceed amount of \$330,000. The cost of the agreement is an obligation of the City under the terms of the settlement agreement with the Shelby Family Partnership and it is necessary to ensure compliance with CEQA for the project.

The cost for this agreement was not programmed in the FY 2025-26 adopted budget. Staff recommends a one-time appropriation of \$330,000, with \$215,600 being appropriated from the Housing-In-Lieu Fund to 205-80-8500-54014 and \$114,400 from the General Fund’s Unassigned Fund Balance to account 101-80-8500-54014, to fund this agreement.

At budget adoption, the Housing-In-Lieu Fund had an estimated fund balance of approximately \$695,000, and with approval of this appropriation, will reduce the balance to approximately \$479,400. The General Fund’s Unassigned Fund Balance was projected at approximately \$1 million, and with approval of this appropriation, will reduce the balance to approximately \$885,600, which has been prioritized to fund capital improvement projects. Staff is currently in the process of closing out FY 2024-25 year-end and will provide updated fund balances in September.

**LEGAL REVIEW BY:** Isaac Rosen, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager

**ATTACHMENTS:**

1. Rincon Proposal to Revise the Environmental Impact Report for the Shelby Residential Project
2. Resolution No. 25-\_\_ entitled "A Resolution of the City Council of the City of Goleta, California, Authorizing the Execution of an Agreement Between the City of Goleta and Rincon Consultants for Shelby Project Environmental Review".
3. Exhibit A Proposed Agreement

**ATTACHMENT 1**

Rincon Proposal to Revise the Environmental Impact Report for the Shelby  
Residential Project

July 1, 2025  
Rincon Project No. 25-17793

Darryl Mimick, Senior Planner  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, California 93117  
Via email: [dmimick@cityofgoleta.org](mailto:dmimick@cityofgoleta.org)

**Subject: Proposal to Revise the Environmental Impact Report for the Shelby Residential Project in Goleta, California**

Dear Mr. Mimick:

The purpose of this letter is to request a scope of work and budget amendment to Contract #2025-037 between the City of Goleta (City) and Rincon Consultants, Inc. (Rincon) for the Shelby Residential Project. The additional work includes peer-review of the applicant-prepared technical studies, preparation of a Revised Draft Environmental Impact Report (EIR) and Final EIR, and hearing support. This letter includes a scope, schedule, and cost to complete the environmental review of the project.

## Background

A Draft EIR for the Shelby Residential Project was prepared in April 2014 and Revised Draft EIR in October 2015 pursuant to the requirements of the California Environmental Quality Act (CEQA). The 14.38 acre project site is located east of Glenn Annie Golf Course and north of Cathedral Oaks Road. The 2015 Revised Draft EIR analyzed a subdivision of the project site into 64 lots and construction of 60 single-family residences. The project would require a General Plan Amendment to change the General Plan/Coastal Land Use Plan (GP/CLUP) designation from Agriculture to Single Family Residential, which was analyzed under a separate EIR. El Encanto Creek runs along the western boundary of the project site. The GP/CLUP requires a 100-foot Streamside Protection Area (SPA) buffer along both sides of El Encanto Creek. Landscaping, a detention basin, access roads, and the backyards of five proposed lots would encroach into the 100-foot SPA which would require City approval for a reduction of the 100-foot SPA buffer. After public circulation of the Revised Draft EIR, the project was put on hold.

The applicant has revised the site plans to include a subdivision into 60 lots and development of 56 single-family residences, including 11 affordable units. The applicant is proposing to utilize the Builder's Remedy, which allows for residential development without revising the land use designation from Agriculture to Single Family Residential; therefore, the project no longer requires a General Plan Amendment to change the project site zoning. In addition, the Project would no longer encroach into the 100-foot SPA buffer along El Encanto Creek, and a request to reduce the SPA buffer is no longer required. Due to the changes in project design, new regulations, and changes in existing conditions since 2015, the City will update and recirculate the previous Revised Draft EIR. The environmental document will be processed on an expedited timeline, with a Final EIR for hearings completed within 9 months of notice to proceed.



## **Scope of Work**

Rincon's scope of work will include peer-review of applicant-prepared technical studies, preparation of a Revised Draft EIR and Final EIR, and hearing support. This scope of work assumes that no documents will need to be provided in an Americans with Disabilities Act accessible format. All documents will be provided to the City electronically, unless otherwise specified in the scope of work below. Rincon can provide Americans with Disabilities Act compliant versions or hard copies of the documents for an additional fee to be determined on a time-and-materials basis.

### **Task 1 Peer-Review of Applicant Prepared Technical Studies**

This scope of work assumes that the applicant will provide all required technical reports. Rincon senior-level staff will peer review the following technical studies submitted by the applicant:

- Update to the 2011 Biological Report and 2014 Biological Survey Memo
- Update to the California Emission Estimator Model (CalEEMod)
- Update to the 2011 Extended Phase I Archaeological Investigation
- Update to the 2011 Historic Analysis
- Update to the 2011 Geotechnical Exploration Report
- Update to the 2011 Hydrology Report
- Update to the 2011 Traffic and Circulation Study
- Vehicle Miles Travelled (VMT) Report (new report or included in the updated Traffic and Circulation Study)
- Phase I Environmental Site Assessment (ESA) (new report)
- Wildfire Evacuation Plan and Fire Protection Plan (new report)

Rincon's peer review will be limited to review for adequacy for compliance with CEQA and will not include an engineering-level technical review of design, modeling methods, or assumptions that are not considered environmental issues under CEQA. We assume that the appropriate City staff will also review the reports for compliance with City requirements and design requirements not related to CEQA. The peer review will also not include validation or verification of all data sources and information cited used to develop the reports. The scope of work assumes report preparers have conducted a thorough quality assurance/quality control review of the documents, all data sources are valid, and all information cited is accurate.

Rincon will produce a memorandum documenting our findings and recommendations for new or revised analysis, as needed. We assume that the applicant's consultants will revise their studies to address provided recommendations unless no substantive issues are identified. Upon receipt of the revised studies, we will backcheck to determine if the comments have been addressed. Our cost estimate assumes that the applicant's consultants will sufficiently address Rincon's comments and additional reviews of the applicant-prepared studies will not be required. Should Rincon's follow-up review of the revised studies require further comment and revision, use of contingency funds may be required to provide additional budget to support the process.

#### **Task 1 Deliverables**

- PDF version of the peer review memoranda.
- Verification that the applicant has addressed Rincon's comments will be transmitted via email.



## Task 2 Revised Draft EIR

### Task 2.1 First Administrative Revised Draft EIR

Rincon will update the 2015 Revised Draft EIR to reflect the changes to the project design and project description and to reflect current site conditions, regulations, CEQA Appendix G checklist questions, and the County of Santa Barbara thresholds and guidelines manual. In addition, Rincon will utilize information provided by the applicant to update the following sections:

- **Aesthetics:** Rincon will update this section based on the updated visual simulations.
- **Air Quality:** Rincon will update this section based on the updated CalEEMod modeling. In addition, due to the location of sensitive receptors within 1,000 feet of the project site and a construction period longer than one year, there is a potential for health risk impacts from construction activities. As such, a refined construction Health Risk Assessment (HRA) will be performed in accordance with the latest Office of Environmental Health Hazard Assessment Guidance using the USEPA AMS/EPA Regulatory Model (AERMOD) model. The results of the HRA will be incorporated into the air quality section, and will not be a stand-alone technical report.
- **Biological Resources:** Rincon will update this section based on the updated Biological Report and survey memo.
- **Cultural Resources:** Rincon will update this section based on the updated Archaeological Investigation and updated Historic Analysis.
- **Greenhouse Gas Emissions:** Rincon will update this section based on the updated CalEEMod modeling. The greenhouse gas analysis will also be updated using the County's 2030 Climate Action Plan and GHG thresholds, adopted in August 2024.
- **Hydrology and Water Quality:** Rincon will update this section based on the updated Hydrology Report.
- **Noise:** Rincon will update the quantitative analysis in the noise section of the EIR. The ambient noise environment will be described using noise contours from the City's General Plan Noise Element; no site measurements are proposed. Rincon will update the construction and operational noise analysis, including updating the traffic noise calculations based on the applicant-provided updated Traffic and Circulation Study.
- **Transportation:** Rincon will incorporate the applicant-provided VMT analysis into the transportation section of the EIR as a new impact discussion, including identified mitigation measures, if required.
- **Utilities and Service Systems** (water supply and solid waste): Rincon will update the water supply analysis. In addition, because solid waste was not addressed in the previous EIR, Rincon will also quantify and analyze solid waste generation.



Rincon will prepare new stand-alone environmental impact sections for the following issue areas, as these sections were either not analyzed in detail in the previous EIR, or are new topics added to CEQA since 2015:

- **Hazards and Hazardous Materials:** This section will be prepared based on the applicant-provided Phase I ESA.
- **Geology and Soils:** This section will be prepared based on the updated Geotechnical Exploration Report
- **Land Use and Planning :** This section will include a detailed policy consistency analysis in tabular format.
- **Tribal Cultural Resources:** This section will utilize information in the Cultural Resources section of the previous EIR, as well as any coordination with Native American Tribes conducted by the City.
- **Wildfire.** This section will be prepared based on the applicant-provided Wildfire Evacuation Plan and Fire Protection Plan.

Based on the revised impact analysis for each topic in the stand-alone EIR sections listed above, Rincon will review and revise the mitigation measures and provide new mitigation measures as needed. Rincon will also update the list of related projects and revise the cumulative analysis for each resource topic.

This scope of work assumes that impacts will not be significant for the topics listed below. Stand-alone environmental impact sections will not be included in the EIR for these topics. Rather, Rincon will update the analysis of the following issue areas and add a qualitative analysis of energy in the “Resource Areas Eliminated from Further Analysis” section in Chapter 4:

- Agriculture and Forestry Resources
- Energy
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Utilities and Service Systems (except for water supply and solid waste)

Upon completion of revisions to the resource topic sections, Rincon will meet with City staff to discuss Project Alternatives. Based on the reduction in residential units, revised site plan to avoid the 100-foot SPA buffer, and the global updates to the previous EIR, this scope of work assumes that the descriptions of Alternatives 2 to 5 may require revisions to ensure that they are still the appropriate alternatives that eliminate or substantially reduce the identified significant project impacts while achieving most of the basic project objectives. This scope of work also assumes that the alternatives section will be revised to reduce the number of alternatives from five to up to three (including the No Build Alternative). Once the revised Project Alternatives are determined, Rincon will revise the alternatives section of the EIR. Rincon will revise the analysis for up to three project alternatives, including the No Build Alternative.





Rincon will submit the First Administrative Draft EIR to the City and legal counsel for review. This scope assumes that the City will consolidate all City staff and legal counsel comments prior to transmittal to Rincon.

### **Task 2.2 Second Administrative Revised Draft EIR**

Rincon will revise the First Administrative Revised Draft EIR based on City comments and will prepare a Second Administrative Revised Draft EIR. Due to the expedited schedule, this task includes attendance of two Rincon staff at a 2-hour virtual meeting with City staff and legal counsel to discuss and resolve comments. The Second Administrative Revised Draft EIR will be submitted to the City and legal counsel for review and comment. We assume that comments by City staff and legal counsel will be consolidated for transmittal to Rincon to incorporate into the document.

### **Task 2.3 Public Review Revised Draft EIR**

Rincon will address City and legal counsel comments on the Second Administrative Revised Draft EIR. This scope of work assumes City and legal comments during this review will be minimal. Once all City comments have been resolved, Rincon will format and compile a PDF of the Revised Draft EIR for public circulation ("Pre-Print" Revised Draft EIR). Rincon will provide the Pre-Print EIR to the City for final review, prior to reproducing three hard copies and providing PDF files to the City for posting on the City's website.

This task involves the editorial work, production, and communication processes required prior to publishing the Revised Draft EIR for public review and comment. We assume that the City will prepare all required public notices. We also assume that the City will be responsible for circulating the Revised Draft EIR and Notice of Availability (NOA) to commenting agencies and interested groups or individuals, filing the NOA with the County Clerk, and filing the EIR, NOA, and Notice of Completion with the State Clearinghouse. We have also assumed that the City will give notice to all organizations and individuals who have expressed interest in receiving such notice, and will publish the NOA in a local newspaper.

#### *Task 3 Deliverables*

- Microsoft Word versions of the First Administrative Revised Draft EIR and Second Administrative Revised Draft EIR
- PDF and Microsoft Word of the Pre-Print Revised Draft EIR and Revised Draft EIR
- Three bound hard copies of the Revised Draft EIR with technical appendices on CD.

### **Task 3 Final EIR**

The final stages of the EIR process will involve responding to public comments received on the Revised Draft EIR, preparing a Final EIR, and public hearings. At this point, all of the discretionary permit applications and the proposed Final EIR will be brought together for final public government deliberations. Through this process, final changes to project design can be requested, policy considerations and mitigation measures/conditions discussed, and findings concerning the project made. The Final EIR will be prepared in compliance with Section 15132 of the CEQA Guidelines. Specific subtasks associated with this work effort are described below. This scope of work assumes the City will prepare the CEQA Findings, Statement of Overriding Considerations, and Staff Report.



### **Task 3.1 Responses to Public Comments**

Subsequent to receipt of all public comments on the Revised Draft EIR, Rincon will prepare draft responses to comments for City review. This scope of work assumes that responses to comments received on the 2014 Draft EIR and 2015 Revised Draft EIR will not be responded to in writing or included in the Revised Draft or Final EIR (CEQA Guidelines Section 15088.5[f][1]). Based on our recent experience on the public comments received on EIRs for other projects in Goleta, as well as the number of previous comments received on the 2014 Draft EIR and 2015 Revised Draft EIR for the Shelby Residential Project, we have assumed that up to eight comment letters, including two lengthy (over five pages) and/or substantive letters, containing comments on the CEQA document will be received and can be adequately responded to in a maximum of 80 hours of professional staff time. We reserve the right to reexamine and renegotiate this task once the public review period is closed and the time required for this task is known with greater certainty. The responses to public comments will be included as a separate chapter in the Final EIR (prepared as part of Task 3.2).

### **Task 3.2 First Administrative Final EIR**

Rincon will modify text or data in the Revised Draft EIR, if needed, based on the responses to comments or if requested by the City. If revisions to the Revised Draft EIR are required, changes to the EIR will be depicted in underline and strikethrough format. This scope of work assumes that substantial changes to the Revised Draft EIR and new analysis will not be required. Rincon will submit revised sections of the Revised Draft EIR to the City for review. The Final EIR will be comprised of the Revised Draft EIR with revisions, with the response to comments as separate, new chapter. The First Administrative Final EIR will be submitted to the City and City legal counsel for review and comment. We assume that comments by City staff and legal counsel will be consolidated for transmittal to Rincon to incorporate into the document.

### **Task 3.3 Second Administrative Final EIR**

Rincon will revise the First Administrative Final EIR (including the responses to public comments) based on City comments and will prepare a Second Administrative Final EIR. Due to the expedited schedule, this task includes attendance of two Rincon staff at a 2-hour virtual meeting with City staff and legal counsel to discuss and resolve comments. The Second Administrative Final EIR will be submitted to the City and City legal counsel for review and comment. We assume that comments by City staff and legal counsel will be consolidated for transmittal to Rincon to incorporate into the document.

### **Task 3.4 Publication of the Final EIR**

Prior to certification of the Final EIR, and after receiving City staff and legal counsel comments on the Second Administrative Final EIR, Rincon will prepare a PDF of the "Pre-Print" Final EIR. Rincon will provide the Pre-Print Final EIR to the City for final review, prior to reproducing two hard copies and providing PDF files to the City for posting on the City's website. This will be the document utilized in hearings by the decision-makers when they consider the project for final action. We assume that City staff will be responsible for the preparation and filing of a Notice of Determination with the County Clerk's office, if the project is approved. This scope of work assumes that no changes to the Final EIR will be required as a result of the hearings. This task includes final formatting and compiling the Final EIR, as well as reproduction and shipping of three hard copies.



### **Task 3.5 Mitigation Monitoring and Reporting Program**

A Mitigation Monitoring and Reporting Program (MMRP) will be submitted to the City for review concurrently with the First Administrative Final EIR. The MMRP will include implementation responsibility, timing, monitoring requirements, and standards for success of all mitigation measures included in the Final EIR.

#### *Task 3 Deliverables*

- Microsoft Word versions of the First Administrative Final EIR and Second Administrative Final EIR, including the revised Draft EIR, responses to comments, and MMRP.
- PDF and Microsoft Word of the Pre-Print Final EIR and Final EIR.
- Three bound hard copies of the Final EIR with technical appendices on CD.

### **Task 4 Meetings and Public Hearings**

#### **Task 4.1 Meetings**

In addition to a 1-hour virtual kickoff meeting, up to two Rincon staff will attend up to 15 additional virtual 1-hour meetings, over the course of this scope of work. This scope of work does not include preparation of meeting agendas or meeting minutes. This task includes attendance at the kickoff meeting and other virtual meetings. Meetings to discuss comments on the First Administrative Revised Draft EIR and First Administrative Final EIR are included in Tasks 2.2 and 3.3, respectively.

#### **Task 4.2 Public Hearings**

This scope of work assumes that the Rincon Project Manager and one Rincon technical expert will attend up to three in-person public hearings, including an Environmental Review Officer, Planning Commission, and City Council hearing. If desired by the City, presentation materials (including PowerPoint slides) will be provided for the public hearings. Rincon's Project Manager will also be available to present the environmental-related portions of the staff presentation, if desired by the City. This scope of work includes up to 16 hours of Rincon's assistance in preparing verbal responses to public comments received in advance of the Planning Commission and City Council hearings.

Additional Rincon staff are available to attend additional public meetings or hearings on a time-and-materials basis, for a fee of \$2,500 per staff person per meeting/hearing plus \$250 for direct expenses.

#### *Task 4 Deliverables*

- A PowerPoint presentation or slides to supplement the staff-led presentation before the Environmental Hearing Officer, Planning Commission, and City Council.

### **Task 5 Project Management**

This task entails active project management to ensure that there is an adequate exchange of information during project initiation and preparation of the environmental document. Rincon's Project Manager will be responsible for coordinating communication and maintaining a close working relationship with City staff during execution of this project, supported by the Principal-in-Charge and Assistant Project Manager.



This task includes in-house management of Rincon staff during the course of this scope of work, which assumes that the Final EIR will be completed within 9 months and that the hearings will be completed within 12 months. This task includes responding to telephone calls and emails regarding the project, monitoring the project budget and schedule, invoicing, and other similar tasks.

## **Assumptions**

This scope of work and cost is based on the following assumptions:

- The applicant will provide all required technical reports.
- The applicant's consultants will sufficiently address Rincon's peer review comments on the technical studies and only one round of review of the applicant-prepared studies will be required.
- The City will consolidate City staff and legal counsel comments on all deliverables before transmittal to Rincon.
- City staff and legal counsel comments on the second administrative draft documents will be minor, and no additional rounds of review will be required.
- Stand-alone sections for agriculture, energy, mineral resources, population and housing, public services, recreation, and utilities and service systems (except for water supply and solid waste) will not be included in the Revised Draft EIR.
- The City will conduct all public noticing and pay all filing fees.
- The responses to comments received on the 2014 Draft EIR and 2015 Revised Draft EIR will not be responded to in writing or included in the EIR.
- Up to eight comment letters, including two lengthy (over five pages) and/or substantive letters, containing comments on the Revised Draft EIR will be received and can be adequately responded to in a maximum of 80 hours of professional staff time.
- Substantial changes to the Final EIR and new analysis will not be required based on public comments on the Revised Draft EIR.
- The City will prepare the CEQA Findings, Statement of Overriding Considerations, and Staff Reports.
- No changes to the Final EIR as a result of the public hearing process will be required.
- The project design will not change between the acceptance of the Draft Project Description and the Final EIR.
- No documents will be provided in an Americans with Disabilities Act accessible format.
- Three hard copies each of the Revised Draft EIR and Final EIR will be provided. No other hard copies of any deliverables will be provided.
- Rincon's Project Manager and one Rincon technical expert will attend up to three in-person public hearings, including an Environmental Review Officer, Planning Commission, and City Council hearing.
- Rincon will provide up to 16 hours of assistance in preparing verbal responses to public comments received in advance of the Planning Commission and City Council hearings.
- Rincon's Principal-in-Charge and Project Manager will attend a 1-hour virtual kick-off meeting.
- Rincon's Project Manager and one additional Rincon staff person will attend up to 15 virtual 1-hour meetings with City staff.



- Rincon's Project Manager and one additional Rincon staff person will attend a 2-hour virtual meeting to discuss City comments on the First Administrative Revised Draft EIR and a 2-hour virtual meeting to discuss City comments on the First Administrative Final EIR.

## Schedule

Rincon estimates that a Final EIR for the start of public hearings can be completed within approximately 9 months of receipt of project plans, project information, and applicant-prepared technical studies. This schedule is dependent on the number of public comments received on the Revised Draft EIR, which cannot be accurately predicted at this time. This estimate is based on the following assumptions:

- **Draft project description:** submitted to the City for review within 2 weeks of receipt of project plans and project information from the applicant
- **Peer review of the applicant prepared technical studies:** completed within 2 weeks of receipt of technical studies
- **First Administrative Revised Draft EIR:** submitted to the City for review within 6 weeks of approval of the project description, receipt of data needs, and approval of applicant prepared technical studies
- **Second Administrative Revised Draft EIR:** submitted to the City within 3 weeks of receipt of City comments on the First Administrative Revised Draft EIR
- **Revised Draft EIR for Public Review:** submitted to the City within 2 weeks of City approval of the Second Administrative Revised Draft EIR
- **First Administrative Final EIR (including Responses to Public Comments):** submitted to the City for review within 5 weeks after close of public review of the Revised Draft EIR, depending on the length and sophistication of comments
- **Second Administrative Final EIR:** submitted to the City for review within 2 weeks of receipt of City comments on the First Administrative Final EIR and Responses to Public Comments
- **Final EIR for Public Hearings:** submitted to the City for review within 1.5 weeks of City approval of the Second Administrative Final EIR and Responses to Public Comments.
- **Applicant-Revised Technical Studies:** The applicant will submit revised technical studies to address Rincon peer-review comments within 2 weeks.
- **City Reviews:** The City will review the First Administrative Revised Draft EIR and First Administrative Final EIR within 2 weeks, and all other deliverables within 1 week.

## Cost

The estimated cost to provide the services described above is **\$299,977**, as summarized in the Cost Summary table below. A detailed cost estimate is included in Attachment 1. With a 10% contingency (\$30,000), the total cost would be \$329,977. Rincon currently has \$25,000 remaining in the previously authorized \$45,000 contract, which can be applied to cover the cost of the Revised Draft EIR. With the remaining budget subtracted, the contract amendment value with contingency would be **\$304,977**, which would bring the total contract value to **\$349,977**. Rincon will provide the requested services described above on a time and materials basis and any unexpended funds will not be billed.



**Table 1      Cost Summary**

Task		Estimated Cost
Task 1	Peer Review of Applicant Prepared Technical Studies	\$26,082
Task 2	Revised Draft EIR	\$166,083
Task 3	Final EIR	\$43,932
Task 4	Meetings and Public Hearings	\$33,856
Task 5	Project Management	\$30,024
<b>Total Without Contingency</b>		<b>\$299,977</b>
10% Contingency		\$30,000
Approved Contract Remaining		-\$25,000
<b>Total Requested Additional Budget</b>		<b>\$304,977</b>
Previous Contract Value		+\$45,000
<b>Total Contract Value With Amendment Request</b>		<b>\$349,977</b>

Thank you for your consideration and for this opportunity to support your project. If you have any questions regarding this proposal, please contact Nicole West at 805-391-6797 or [nwest@rinconconsultants.com](mailto:nwest@rinconconsultants.com).

Sincerely,  
**Rincon Consultants, Inc.**

  
Nicole West  
Senior Supervising Environmental Planner  
Project Manager

  
Megan Jones  
Principal-in-Charge

**Attachment 1:** Detailed Cost Estimate



## Attachment 1: Cost Estimate Shelby Residential Project EIR

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
<b>Task 1 Peer Review of Applicant Prepared Technical Studies</b>		<b>92.00</b>	<b>26,082.00</b>	<b>0.00</b>	<b>26,082.00</b>
Air Quality and Greenhouse Gas Modeling		6.00	1,692.00	0.00	1,692.00
Supervisor Planner I	282.00	6.00	1,692.00		
Biological Resources		14.00	4,020.00	0.00	4,020.00
Principal	318.00	2.00	636.00		
Supervisor Biologist I	282.00	12.00	3,384.00		
Cultural Resources (Archeology and Historic)		16.00	5,088.00	0.00	5,088.00
Principal	318.00	16.00	5,088.00		
Geotechnical		9.00	2,442.00	0.00	2,442.00
Senior Principal	330.00	1.00	330.00		
Senior Environmental Scientist II	264.00	8.00	2,112.00		
Hydrology		6.00	1,812.00	0.00	1,812.00
Senior Supervisor Planner II	302.00	6.00	1,812.00		
Hazards		9.00	2,298.00	0.00	2,298.00
Senior Principal	330.00	1.00	330.00		
Senior Environmental Scientist I	246.00	8.00	1,968.00		
Transportation		6.00	1,812.00	0.00	1,812.00
Senior Supervisor Planner II	302.00	6.00	1,812.00		
Wildfire		10.00	3,020.00	0.00	3,020.00
Senior Supervisor Planner II	302.00	10.00	3,020.00		
CEQA Review of Technical Studies and Peer review Memorandum		16.00	3,898.00	0.00	3,898.00
Senior Principal	330.00	2.00	660.00		
Senior Supervisor Planner II	302.00	4.00	1,208.00		
Planner III	203.00	10.00	2,030.00		
<b>Task 2 Revised Draft EIR</b>		<b>708.00</b>	<b>165,246.00</b>	<b>836.40</b>	<b>166,082.40</b>
<b>Task 2.1 First Administrative Revised Draft EIR</b>		<b>590.00</b>	<b>140,376.00</b>	<b>0.00</b>	<b>140,376.00</b>
Senior Principal	330.00	45.00	14,850.00		
Principal	318.00	12.00	3,816.00		
Senior Supervisor Planner II	302.00	110.00	33,220.00		
Supervisor Planner I	282.00	25.00	7,050.00		
Senior Biologist I	246.00	16.00	3,936.00		
Planner IV	218.00	8.00	1,744.00		
Planner III	203.00	356.00	72,268.00		
Senior GIS Specialist	194.00	18.00	3,492.00		



## Attachment 1: Cost Estimate Shelby Residential Project EIR

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
<b>Task 2.2 Second Administrative Revised Draft EIR</b>		<b>72.00</b>	<b>17,216.00</b>	<b>0.00</b>	<b>17,216.00</b>
Senior Principal	330.00	8.00	2,640.00		
Senior Supervisor Planner II	302.00	16.00	4,832.00		
Planner III	203.00	48.00	9,744.00		
<b>Task 2.3 Public Review Revised Draft EIR</b>		<b>46.00</b>	<b>7,654.00</b>	<b>836.40</b>	<b>8,490.40</b>
Senior Supervisor Planner II	302.00	4.00	1,208.00		
Planner III	203.00	16.00	3,248.00		
Production Specialist I	124.00	24.00	2,976.00		
Project Assistant	111.00	2.00	222.00		
Digital Production - Disc				30.00	
Photocopies - Black and White				562.50	
Photocopies - Color				139.50	
Postage, Shipping, Delivery				104.40	
<b>Task 3 Final EIR</b>		<b>187.00</b>	<b>43,096.00</b>	<b>836.40</b>	<b>43,932.40</b>
<b>Task 3.1 Responses to Public Comments</b>		<b>80.00</b>	<b>19,200.00</b>	<b>0.00</b>	<b>19,200.00</b>
Senior Principal	330.00	8.00	2,640.00		
Senior Supervisor Planner II	302.00	16.00	4,832.00		
Planner IV	218.00	24.00	5,232.00		
Planner III	203.00	32.00	6,496.00		
<b>Task 3.2 First Administrative Final EIR</b>		<b>36.00</b>	<b>8,608.00</b>	<b>0.00</b>	<b>8,608.00</b>
Senior Principal	330.00	4.00	1,320.00		
Senior Supervisor Planner II	302.00	8.00	2,416.00		
Planner III	203.00	24.00	4,872.00		
<b>Task 3.3 Second Administrative Final EIR</b>		<b>26.00</b>	<b>6,324.00</b>	<b>0.00</b>	<b>6,324.00</b>
Senior Principal	330.00	2.00	660.00		
Senior Supervisor Planner II	302.00	8.00	2,416.00		
Planner III	203.00	16.00	3,248.00		
<b>Task 3.4 Publication of Final EIR</b>		<b>26.00</b>	<b>4,662.00</b>	<b>836.40</b>	<b>5,498.40</b>
<b>Senior Supervisor Planner II</b>	<b>302.00</b>	<b>4.00</b>	<b>1,208.00</b>		
Planner IV	218.00	8.00	1,744.00		
Production Specialist I	124.00	12.00	1,488.00		
Project Assistant	111.00	2.00	222.00		
Digital Production - Disc				30.00	
Photocopies - Black and White				562.50	
Photocopies - Color				139.50	
Postage, Shipping, Delivery				104.40	





## Attachment 1: Cost Estimate Shelby Residential Project EIR

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
<b>Task 3.5 Mitigation Monitoring and Reporting Program</b>		<b>19.00</b>	<b>4,302.00</b>	<b>0.00</b>	<b>4,302.00</b>
Senior Principal	330.00	1.00	330.00		
Senior Supervisor Planner II	302.00	6.00	1,812.00		
Planner II	180.00	12.00	2,160.00		
<b>Task 4 Meetings and Public Hearings</b>		<b>108.00</b>	<b>32,616.00</b>	<b>1,240.00</b>	<b>33,856.00</b>
<b>Task 4.1 Meetings</b>		<b>32.00</b>	<b>9,216.00</b>	<b>0.00</b>	<b>9,216.00</b>
Senior Principal	330.00	8.00	2,640.00		
Senior Supervisor Planner II	302.00	16.00	4,832.00		
Planner IV	218.00	8.00	1,744.00		
<b>Task 4.2 Hearings</b>		<b>76.00</b>	<b>23,400.00</b>	<b>1,240.00</b>	<b>24,640.00</b>
Senior Principal	330.00	16.00	5,280.00		
Senior Supervisor Planner II	302.00	60.00	18,120.00		
Travel - Mileage				700.00	
Vehicle Day Rate				540.00	
<b>Task 5 Project Management</b>		<b>118.00</b>	<b>30,024.00</b>	<b>0.00</b>	<b>30,024.00</b>
Senior Principal	330.00	8.00	2,640.00		
Senior Supervisor Planner II	302.00	66.00	19,932.00		
Planner IV	218.00	24.00	5,232.00		
Admin Assistant/Billing Specialist	111.00	20.00	2,220.00		
<b>Project Total without Contingency</b>		<b>1,213.00</b>	<b>297,064.00</b>	<b>2,912.80</b>	<b>299,976.80</b>
<b>Project Total With 10% Contingency</b>					<b>304,976.80</b>

<b>Direct Expenses Summary</b>	<b>Amount</b>
Digital Production - Disc	60.00
Photocopies - Black and White	1,125.00
Photocopies - Color	279.00
Postage, Shipping, Delivery	208.80
Travel - Mileage	700.00
Vehicle Day Rate	540.00
<b>Direct Expenses Subtotal</b>	<b>2,912.80</b>

## **ATTACHMENT 2**

Proposed Resolution Authorizing the City Manager to Execute the  
Agreement to Revise the Environmental Impact Report for the Shelby  
Residential Project

**RESOLUTION NO. 25-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GOLETA, CALIFORNIA, AUTHORIZING THE EXECUTION  
OF AN AGREEMENT BETWEEN THE CITY OF GOLETA  
AND RINCON CONSULTANTS FOR SHELBY PROJECT  
ENVIRONMENTAL REVIEW**

**WHEREAS**, the Shelby Family Partnership initiated litigation in response to the return of the Partnership's preliminary application; and

**WHEREAS**, the Santa Barbara Superior Court ordered the City to accept the SB 330 preliminary application and process the revised Shelby Project (Project) in accordance with state law; and

**WHEREAS**, the City entered into a settlement agreement requiring the City to update and recirculate the full environmental impact report for the Project in accordance with California Environmental Quality Act ("CEQA"); and

**WHEREAS**, in order to conduct such environmental review, the City must enter into an agreement with a qualified environmental firm; and

**WHEREAS**, Rincon Consultants has significant environmental review experience; and

**WHEREAS**, the City is authorized to select contractors for professional services based on demonstrated competence and professional qualifications, and consistent with Government Code Sections 4526 and 4529, has adopted regulations governing the selection of professional services in Chapter 3.05 of the Goleta Municipal Code (GMC); and

**WHEREAS**, this agreement is exempt from the City of Goleta's competitive bidding requirements because the work has been authorized by a settlement agreement titled "Conditional Settlement Agreement and Release", dated on or about June 30, 2025, and the Goleta Municipal Code (GMC) provides authorization for exemptions from competitive bidding via the authority in GMC § 3.05.040(15); and

**WHEREAS**, even in the absence of the foregoing, competitive bidding for the Project would not produce any competitive advantage and thus *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631 authorizes the City to dispense with competitive bidding; and

**WHEREAS**, competitive bidding statutes, and those requiring licenses for bidding on public work, are for the benefit of the public and not for the

benefit of bidders or licensees, as stated in *Judson Pacific-Murphy Corp. v. Durkee* (1956) 144 Cal.App.2d 377, 383; and

**WHEREAS**, as explained in *Mike Moore's 24-Hour Towing v. City of San Diego* (1996) 45 Cal.App.4th 1294, 1303, in part, "A public entity's award of a contract, and all of the acts leading up to the award, are legislative in character. [T]he letting of contracts by a governmental entity necessarily requires an exercise of discretion guided by consideration of the public welfare," and

**WHEREAS**, all prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLETA, AS FOLLOWS:**

**SECTION 1.**

The recitals above are true and correct and incorporated herein.

**SECTION 2.**

The City Manager is authorized to execute the Agreement between the City and Rincon Consultants to undergo environmental review for the Project attached as Exhibit "A", subject to any minor, technical, or non-substantive changes as approved by the City Manager in consultation with the City Attorney.

**SECTION 3.**

The approval of this Resolution is not a project subject to the CEQA because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment and is not a project. (State CEQA Guidelines, Sections 15060(c)(2)-(3), 15378). This action only authorizes the preparation of an environmental impact report and involves no environmental impacts itself. Alternatively, it can be seen with certainty that authorizing the City Manager to execute an agreement for the preparation of an environmental impact report has no possibility of causing a significant effect on the environment and is exempt from CEQA. (State CEQA Guidelines, Section 15061(b)(3)). This action only authorizes the preparation of an environmental impact report and involves no environmental impacts itself. This action does not bind any party, or commit to any definite course of action, prior to CEQA compliance and does not restrict the City from considering any feasible mitigation measures and alternatives, including the "no project" alternative.

**SECTION 4.**

The City Clerk shall certify to the passage and adoption of this

resolution and enter it into the book of original resolutions.

**SECTION 5.**

This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED AND ADOPTED** this 19th day of August 2025.

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PAULA PEROTTE  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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DEBORAH S. LOPEZ  
CITY CLERK

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ISAAC ROSEN  
CITY ATTORNEY

STATE OF CALIFORNIA            )  
COUNTY OF SANTA BARBARA    )     ss.  
CITY OF GOLETA                 )

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, DO  
HEREBY CERTIFY that the foregoing Resolution No. 25-\_\_ was duly adopted by  
the City Council of the City of Goleta at a regular meeting held on the 19<sup>th</sup> day of  
August 2025 by the following roll call vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

(SEAL)

\_\_\_\_\_  
DEBORAH S. LOPEZ  
CITY CLERK

## **EXHIBIT A**

### **Professional Services Agreement Shelby EIR**

**ATTACHMENT 3**  
Proposed Agreement



**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
RINCON CONSULTANTS INC**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and RINCON CONSULTANTS, a corporation (herein referred to as "CONSULTANT").

**SECTION A. RECITALS**

1. The CITY has a need for professional California Environmental Quality Act services for the Shelby Development Project Environmental Impact Report; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.040(15); and
4. The City Council, on this 19th day of August, 2025, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

**SECTION B. TERMS**

**1. RETENTION AS CONSULTANT**

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional California Environmental Quality Act services in conjunction with the Shelby Development Project shall generally

include the preparation of an Environmental Impact Report as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

### **3. COMPENSATION AND PAYMENT**

**(a) Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$330,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Cost Quotation and Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until \_\_\_\_\_, 202\_\_, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

**(b) Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

### **4. EXTRA SERVICES**

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

## **5. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Winnie Cai. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

## **6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to \_\_\_\_\_, 202\_, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within according to the schedule for delivery of services attached as Exhibit "C" and incorporated herein.

## **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This AGREEMENT is for professional services which are personal to CITY. Nicole West is deemed to be specially experienced and is a key member of CONSULTANT's firm and shall be directly involved in the performance of this work. Nicole West shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

## **9. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

**(b) Defense and Indemnity of Third Party Claims/Liability.** CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

**(c) No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

## **10. INSURANCE**

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage “occurrence” form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider’s commercial general liability policy.
- c) Workers’ Compensation insurance complying with California worker’s compensation laws, including statutory limits for workers’ compensation and an Employer’s Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to CITY’s vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

## **11. RELATIONSHIP OF CONSULTANT TO CITY**

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes,

unemployment insurance, and any other employer obligations associated with the described work.

## **12. CORRECTIONS**

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

## **13. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

## **14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

## **15. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such

City of Goleta

Planning and Environmental Review and Rincon Consultants, Inc.

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records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

#### **16. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

#### **17. CONFLICT OF INTEREST**

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

#### **18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

#### **19. MITIGATION OF DAMAGES**

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.



## **20. GOVERNING LAW**

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

## **21. NONDISCRIMINATION**

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

## **22. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

## **23. NON-APPROPRIATION OF FUNDS**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

## **24. MODIFICATION OF AGREEMENT**

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

## **25. USE OF THE TERM "CITY"**

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

## **26. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

## 27. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

## 28. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

## 29. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

### 30. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

## 31. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Robert Nisbet, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO CONSULTANT: Attention: Richard Daulton, Vice President  
Rincon Consultants, Inc.  
209 East Victoria Street  
Santa Barbara, CA 93101

### **32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

**In concurrence and witness whereof**, this AGREEMENT has been executed by the parties effective on the date and year first above written.

#### **CITY OF GOLETA**

#### **CONSULTANT**

\_\_\_\_\_  
Robert Nisbet, City Manager

\_\_\_\_\_  
Jennifer Haddow, Vice President

#### **ATTEST**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
Richard Daulton, Corporate Secretary

**APPROVED AS TO FORM:**  
ISAAC ROSEN, CITY ATTORNEY

\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

## **Exhibit A Scope of Work**

### **Scope of Work**

Rincon's scope of work will include peer-review of applicant-prepared technical studies, preparation of a Revised Draft EIR and Final EIR, and hearing support. This scope of work assumes that no documents will need to be provided in an Americans with Disabilities Act accessible format. All documents will be provided to the City electronically, unless otherwise specified in the scope of work below. Rincon can provide Americans with Disabilities Act compliant versions or hard copies of the documents for an additional fee to be determined on a time-and-materials basis.

#### **Task 1 Peer-Review of Applicant Prepared Technical Studies**

This scope of work assumes that the applicant will provide all required technical reports. Rincon senior-level staff will peer review the following technical studies submitted by the applicant:

- Update to the 2011 Biological Report and 2014 Biological Survey Memo
- Update to the California Emission Estimator Model (CalEEMod)
- Update to the 2011 Extended Phase I Archaeological Investigation
- Update to the 2011 Historic Analysis
- Update to the 2011 Geotechnical Exploration Report
- Update to the 2011 Hydrology Report
- Update to the 2011 Traffic and Circulation Study
- Vehicle Miles Travelled (VMT) Report (new report or included in the updated Traffic and Circulation Study)
- Phase I Environmental Site Assessment (ESA) (new report)
- Wildfire Evacuation Plan and Fire Protection Plan (new report)

Rincon's peer review will be limited to review for adequacy for compliance with CEQA and will not include an engineering-level technical review of design, modeling methods, or assumptions that are not considered environmental issues under CEQA. We assume that the appropriate City staff will also review the reports for compliance with City requirements and design requirements not related to CEQA. The peer review will also not include validation or verification of all data sources and information cited used to develop the reports. The scope of work assumes report preparers have conducted a thorough quality assurance/quality control review of the documents, all data sources are valid, and all information cited is accurate.

Rincon will produce a memorandum documenting our findings and recommendations for new or revised analysis, as needed. We assume that the applicant's consultants will revise their studies to address provided recommendations unless no substantive issues are identified. Upon receipt of the

revised studies, we will backcheck to determine if the comments have been addressed. Our cost estimate assumes that the applicant's consultants will sufficiently address Rincon's comments and additional reviews of the applicant-prepared studies will not be required. Should Rincon's follow-up review of the revised studies require further comment and revision, use of contingency funds may be required to provide additional budget to support the process.

#### *Task 1 Deliverables*

- PDF version of the peer review memoranda.
- Verification that the applicant has addressed Rincon's comments will be transmitted via email.

#### **Task 2     Revised Draft EIR**

##### **Task 2.1 First Administrative Revised Draft EIR**

Rincon will update the 2015 Revised Draft EIR to reflect the changes to the project design and project description and to reflect current site conditions, regulations, CEQA Appendix G checklist questions, and the County of Santa Barbara thresholds and guidelines manual. In addition, Rincon will utilize information provided by the applicant to update the following sections:

- Aesthetics: Rincon will update this section based on the updated visual simulations.
- Air Quality: Rincon will update this section based on the updated CalEEMod modeling. In addition, due to the location of sensitive receptors within 1,000 feet of the project site and a construction period longer than one year, there is a potential for health risk impacts from construction activities. As such, a refined construction Health Risk Assessment (HRA) will be performed in accordance with the latest Office of Environmental Health Hazard Assessment Guidance using the USEPA AMS/EPA Regulatory Model (AERMOD) model. The results of the HRA will be incorporated into the air quality section, and will not be a stand-alone technical report.
- Biological Resources: Rincon will update this section based on the updated Biological Report and survey memo.
- Cultural Resources: Rincon will update this section based on the updated Archaeological Investigation and updated Historic Analysis.
- Greenhouse Gas Emissions: Rincon will update this section based on the updated CalEEMod modeling. The greenhouse gas analysis will also be updated using the County's 2030 Climate Action Plan and GHG thresholds, adopted in August 2024.
- Hydrology and Water Quality: Rincon will update this section based on the updated Hydrology Report.

- Noise: Rincon will update the quantitative analysis in the noise section of the EIR. The ambient noise environment will be described using noise contours from the City's General Plan Noise Element; no site measurements are proposed. Rincon will update the construction and operational noise analysis, including updating the traffic noise calculations based on the applicant-provided updated Traffic and Circulation Study.
- Transportation: Rincon will incorporate the applicant-provided VMT analysis into the transportation section of the EIR as a new impact discussion, including identified mitigation measures, if required.
- Utilities and Service Systems (water supply and solid waste): Rincon will update the water supply analysis. In addition, because solid waste was not addressed in the previous EIR, Rincon will also quantify and analyze solid waste generation.

Rincon will prepare new stand-alone environmental impact sections for the following issue areas, as these sections were either not analyzed in detail in the previous EIR, or are new topics added to CEQA since 2015:

- Hazards and Hazardous Materials: This section will be prepared based on the applicant-provided Phase I ESA.
- Geology and Soils: This section will be prepared based on the updated Geotechnical Exploration Report
- Land Use and Planning : This section will include a detailed policy consistency analysis in tabular format.
- Tribal Cultural Resources: This section will utilize information in the Cultural Resources section of the previous EIR, as well as any coordination with Native American Tribes conducted by the City.
- Wildfire. This section will be prepared based on the applicant-provided Wildfire Evacuation Plan and Fire Protection Plan.

Based on the revised impact analysis for each topic in the stand-alone EIR sections listed above, Rincon will review and revise the mitigation measures and provide new mitigation measures as needed. Rincon will also update the list of related projects and revise the cumulative analysis for each resource topic.

This scope of work assumes that impacts will not be significant for the topics listed below. Standalone environmental impact sections will not be included in the EIR for these topics. Rather, Rincon will update the analysis of the following issue areas and add a qualitative analysis of energy in the "Resource Areas Eliminated from Further Analysis" section in Chapter 4:

- Agriculture and Forestry Resources
- Energy
- Mineral Resources
- Population and Housing

- Public Services
- Recreation
- Utilities and Service Systems (except for water supply and solid waste)

Upon completion of revisions to the resource topic sections, Rincon will meet with City staff to discuss Project Alternatives. Based on the reduction in residential units, revised site plan to avoid the 100-foot SPA buffer, and the global updates to the previous EIR, this scope of work assumes that the descriptions of Alternatives 2 to 5 may require revisions to ensure that they are still the appropriate alternatives that eliminate or substantially reduce the identified significant project impacts while achieving most of the basic project objectives. This scope of work also assumes that the alternatives section will be revised to reduce the number of alternatives from five to up to three (including the No Build Alternative). Once the revised Project Alternatives are determined, Rincon will revise the alternatives section of the EIR. Rincon will revise the analysis for up to three project alternatives, including the No Build Alternative.

Rincon will submit the First Administrative Draft EIR to the City and legal counsel for review. This scope assumes that the City will consolidate all City staff and legal counsel comments prior to transmittal to Rincon.

### **Task 2.2 Second Administrative Revised Draft EIR**

Rincon will revise the First Administrative Revised Draft EIR based on City comments and will prepare a Second Administrative Revised Draft EIR. Due to the expedited schedule, this task includes attendance of two Rincon staff at a 2-hour virtual meeting with City staff and legal counsel to discuss and resolve comments. The Second Administrative Revised Draft EIR will be submitted to the City and legal counsel for review and comment. We assume that comments by City staff and legal counsel will be consolidated for transmittal to Rincon to incorporate into the document.

### **Task 2.3 Public Review Revised Draft EIR**

Rincon will address City and legal counsel comments on the Second Administrative Revised Draft EIR. This scope of work assumes City and legal comments during this review will be minimal. Once all City comments have been resolved, Rincon will format and compile a PDF of the Revised Draft EIR for public circulation ("Pre-Print" Revised Draft EIR). Rincon will provide the Pre-Print EIR to the City for final review, prior to reproducing three hard copies and providing PDF files to the City for posting on the City's website.

This task involves the editorial work, production, and communication processes required prior to publishing the Revised Draft EIR for public review and comment. We assume that the City will prepare all required public notices. We also assume that the City will be responsible for circulating the Revised Draft EIR and Notice of Availability (NOA) to commenting agencies and interested groups or individuals, filing the NOA with the County Clerk, and filing the EIR, NOA, and Notice of Completion with the State Clearinghouse. We have also assumed that the City will give notice to all

organizations and individuals who have expressed interest in receiving such notice, and will publish the NOA in a local newspaper.

### *Task 3 Deliverables*

- Microsoft Word versions of the First Administrative Revised Draft EIR and Second Administrative Revised Draft EIR
- PDF and Microsoft Word of the Pre-Print Revised Draft EIR and Revised Draft EIR
- Three bound hard copies of the Revised Draft EIR with technical appendices on CD.

### **Task 3 Final EIR**

The final stages of the EIR process will involve responding to public comments received on the Revised Draft EIR, preparing a Final EIR, and public hearings. At this point, all of the discretionary permit applications and the proposed Final EIR will be brought together for final public government deliberations. Through this process, final changes to project design can be requested, policy considerations and mitigation measures/conditions discussed, and findings concerning the project made. The Final EIR will be prepared in compliance with Section 15132 of the CEQA Guidelines. Specific subtasks associated with this work effort are described below. This scope of work assumes the City will prepare the CEQA Findings, Statement of Overriding Considerations, and Staff Report.

### **Task 3.1 Responses to Public Comments**

Subsequent to receipt of all public comments on the Revised Draft EIR, Rincon will prepare draft responses to comments for City review. This scope of work assumes that responses to comments received on the 2014 Draft EIR and 2015 Revised Draft EIR will not be responded to in writing or included in the Revised Draft or Final EIR (CEQA Guidelines Section 15088.5[f][1]). Based on our recent experience on the public comments received on EIRs for other projects in Goleta, as well as the number of previous comments received on the 2014 Draft EIR and 2015 Revised Draft EIR for the Shelby Residential Project, we have assumed that up to eight comment letters, including two lengthy (over five pages) and/or substantive letters, containing comments on the CEQA document will be received and can be adequately responded to in a maximum of 80 hours of professional staff time. We reserve the right to reexamine and renegotiate this task once the public review period is closed and the time required for this task is known with greater certainty. The responses to public comments will be included as a separate chapter in the Final EIR (prepared as part of Task 3.2).

### **Task 3.2 First Administrative Final EIR**

Rincon will modify text or data in the Revised Draft EIR, if needed, based on the responses to comments or if requested by the City. If revisions to the Revised Draft EIR are required, changes to the EIR will be depicted in underline and strikethrough format. This scope of work assumes that



substantial changes to the Revised Draft EIR and new analysis will not be required. Rincon will submit revised sections of the Revised Draft EIR to the City for review. The Final EIR will be comprised of the Revised Draft EIR with revisions, with the response to comments as separate, new chapter. The First Administrative Final EIR will be submitted to the City and City legal counsel for review and comment. We assume that comments by City staff and legal counsel will be consolidated for transmittal to Rincon to incorporate into the document.

### **Task 3.3 Second Administrative Final EIR**

Rincon will revise the First Administrative Final EIR (including the responses to public comments) based on City comments and will prepare a Second Administrative Final EIR. Due to the expedited schedule, this task includes attendance of two Rincon staff at a 2-hour virtual meeting with City staff and legal counsel to discuss and resolve comments. The Second Administrative Final EIR will be submitted to the City and City legal counsel for review and comment. We assume that comments by City staff and legal counsel will be consolidated for transmittal to Rincon to incorporate into the document.

### **Task 3.4 Publication of the Final EIR**

Prior to certification of the Final EIR, and after receiving City staff and legal counsel comments on the Second Administrative Final EIR, Rincon will prepare a PDF of the "Pre-Print" Final EIR. Rincon will provide the Pre-Print Final EIR to the City for final review, prior to reproducing two hard copies and providing PDF files to the City for posting on the City's website. This will be the document utilized in hearings by the decision-makers when they consider the project for final action. We assume that City staff will be responsible for the preparation and filing of a Notice of Determination with the County Clerk's office, if the project is approved. This scope of work assumes that no changes to the Final EIR will be required as a result of the hearings. This task includes final formatting and compiling the Final EIR, as well as reproduction and shipping of three hard copies.

### **Task 3.5 Mitigation Monitoring and Reporting Program**

A Mitigation Monitoring and Reporting Program (MMRP) will be submitted to the City for review concurrently with the First Administrative Final EIR. The MMRP will include implementation responsibility, timing, monitoring requirements, and standards for success of all mitigation measures included in the Final EIR.

#### *Task 3 Deliverables*

- Microsoft Word versions of the First Administrative Final EIR and Second Administrative Final EIR, including the revised Draft EIR, responses to comments, and MMRP.
- PDF and Microsoft Word of the Pre-Print Final EIR and Final EIR.
- Three bound hard copies of the Final EIR with technical appendices on CD.

## Task 4 Meetings and Public

### Hearings **Task 4.1 Meetings**

In addition to a 1-hour virtual kickoff meeting, up to two Rincon staff will attend up to 15 additional virtual 1-hour meetings, over the course of this scope of work. This scope of work does not include preparation of meeting agendas or meeting minutes. This task includes attendance at the kickoff meeting and other virtual meetings. Meetings to discuss comments on the First Administrative Revised Draft EIR and First Administrative Final EIR are included in Tasks 2.2 and 3.3, respectively.

### **Task 4.2 Public Hearings**

This scope of work assumes that the Rincon Project Manager and one Rincon technical expert will attend up to three in-person public hearings, including an Environmental Review Officer, Planning Commission, and City Council hearing. If desired by the City, presentation materials (including PowerPoint slides) will be provided for the public hearings. Rincon's Project Manager will also be available to present the environmental-related portions of the staff presentation, if desired by the City. This scope of work includes up to 16 hours of Rincon's assistance in preparing verbal responses to public comments received in advance of the Planning Commission and City Council hearings.

Additional Rincon staff are available to attend additional public meetings or hearings on a time-and-materials basis, for a fee of \$2,500 per staff person per meeting/hearing plus \$250 for direct expenses.

### *Task 4 Deliverables*

- A PowerPoint presentation or slides to supplement the staff-led presentation before the Environmental Hearing Officer, Planning Commission, and City Council.

## Task 5 Project Management

This task entails active project management to ensure that there is an adequate exchange of information during project initiation and preparation of the environmental document. Rincon's Project Manager will be responsible for coordinating communication and maintaining a close working relationship with City staff during execution of this project, supported by the Principal-in-Charge and Assistant Project Manager.

This task includes in-house management of Rincon staff during the course of this scope of work, which assumes that the Final EIR will be completed within 9 months and that the hearings will be completed within 12 months. This task includes responding to telephone calls and emails regarding the project, monitoring the project budget and schedule, invoicing, and other similar tasks.

### **Assumptions**

This scope of work and cost is based on the following assumptions:

- The applicant will provide all required technical reports.
- The applicant's consultants will sufficiently address Rincon's peer review comments on the technical studies and only one round of review of the applicant-prepared studies will be required.
- The City will consolidate City staff and legal counsel comments on all deliverables before transmittal to Rincon.
- City staff and legal counsel comments on the second administrative draft documents will be minor, and no additional rounds of review will be required.
- Stand-alone sections for agriculture, energy, mineral resources, population and housing, public services, recreation, and utilities and service systems (except for water supply and solid waste) will not be included in the Revised Draft EIR.
- The City will conduct all public noticing and pay all filing fees.
- The responses to comments received on the 2014 Draft EIR and 2015 Revised Draft EIR will not be responded to in writing or included in the EIR.
- Up to eight comment letters, including two lengthy (over five pages) and/or substantive letters, containing comments on the Revised Draft EIR will be received and can be adequately responded to in a maximum of 80 hours of professional staff time.
- Substantial changes to the Final EIR and new analysis will not be required based on public comments on the Revised Draft EIR.
- The City will prepare the CEQA Findings, Statement of Overriding Considerations, and Staff Reports.
- No changes to the Final EIR as a result of the public hearing process will be required.
- The project design will not change between the acceptance of the Draft Project Description and the Final EIR.
- No documents will be provided in an Americans with Disabilities Act accessible format.
- Three hard copies each of the Revised Draft EIR and Final EIR will be provided. No other hard copies of any deliverables will be provided.
- Rincon's Project Manager and one Rincon technical expert will attend up to three in-person public hearings, including an Environmental Review Officer, Planning Commission, and City Council hearing.
- Rincon will provide up to 16 hours of assistance in preparing verbal responses to public comments received in advance of the Planning Commission and City Council hearings.
- Rincon's Principal-in-Charge and Project Manager will attend a 1-hour virtual kick-off meeting.
- Rincon's Project Manager and one additional Rincon staff person will attend up to 15 virtual 1-hour meetings with City staff.
- Rincon's Project Manager and one additional Rincon staff person will attend a 2-hour virtual meeting to discuss City comments on the First Administrative Revised Draft EIR and a 2-hour virtual meeting to discuss City comments on the First Administrative Final EIR.



**Exhibit B**  
**Shelby Development Project - Rincon Cost Quotation and Rate Schedule**

The estimated cost to provide the services described above is \$299,977, as summarized in the Cost Summary table below. With a 10% contingency (\$30,000), the total cost would be \$329,977.

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
<b>Task 1 Peer Review of Applicant Prepared Technical Studies</b>		<b>92.00</b>	<b>26,082.00</b>	<b>0.00</b>	<b>26,082.00</b>
Air Quality and Greenhouse Gas Modeling		6.00	1,692.00	0.00	1,692.00
Supervisor Planner I	282.00	6.00	1,692.00		
Biological Resources		14.00	4,020.00	0.00	4,020.00
Principal	318.00	2.00	636.00		
Supervisor Biologist I	282.00	12.00	3,384.00		
Cultural Resources (Archeology and Historic)		16.00	5,088.00	0.00	5,088.00
Principal	318.00	16.00	5,088.00		
Geotechnical		9.00	2,442.00	0.00	2,442.00
Senior Principal	330.00	1.00	330.00		
Senior Environmental Scientist II	264.00	8.00	2,112.00		
Hydrology		6.00	1,812.00	0.00	1,812.00
Senior Supervisor Planner II	302.00	6.00	1,812.00		
Hazards		9.00	2,298.00	0.00	2,298.00
Senior Principal	330.00	1.00	330.00		
Senior Environmental Scientist I	246.00	8.00	1,968.00		
Transportation		6.00	1,812.00	0.00	1,812.00
Senior Supervisor Planner II	302.00	6.00	1,812.00		
Wildfire		10.00	3,020.00	0.00	3,020.00
Senior Supervisor Planner II	302.00	10.00	3,020.00		
CEQA Review of Technical Studies and Peer review Memorandum		16.00	3,898.00	0.00	3,898.00
Senior Principal	330.00	2.00	660.00		
Senior Supervisor Planner II	302.00	4.00	1,208.00		
Planner III	203.00	10.00	2,030.00		
<b>Task 2 Revised Draft EIR</b>		<b>708.00</b>	<b>165,246.00</b>	<b>836.40</b>	<b>166,082.40</b>
<b>Task 2.1 First Administrative Revised Draft EIR</b>		<b>590.00</b>	<b>140,376.00</b>	<b>0.00</b>	<b>140,376.00</b>
Senior Principal	330.00	45.00	14,850.00		
Principal	318.00	12.00	3,816.00		
Senior Supervisor Planner II	302.00	110.00	33,220.00		
Supervisor Planner I	282.00	25.00	7,050.00		
Senior Biologist I	246.00	16.00	3,936.00		
Planner IV	218.00	8.00	1,744.00		
Planner III	203.00	356.00	72,268.00		
Senior GIS Specialist	194.00	18.00	3,492.00		

**Task 2.2 Second Administrative Revised Draft EIR**

Senior Principal

Senior Supervisor Planner II

Planner III

**Task 2.3 Public Review Revised Draft EIR**

Senior Supervisor Planner II

Planner III

Production Specialist I

Project Assistant

Digital Production - Disc

Photocopies - Black and White

Photocopies - Color

Postage, Shipping, Delivery

**Task 3 Final EIR**

**Task 3.1 Responses to Public Comments**

Senior Principal

Senior Supervisor Planner II

Planner IV

Planner III

**Task 3.2 First Administrative Final EIR**

Senior Principal

Senior Supervisor Planner II

Planner III

**Task 3.3 Second Administrative Final EIR**

Senior Principal

Senior Supervisor Planner II

Planner III

**Task 3.4 Publication of Final EIR**

Senior Supervisor Planner II

Planner IV

Production Specialist I

Project Assistant

Digital Production - Disc

Photocopies - Black and White

Photocopies - Color

Postage, Shipping, Delivery

Rate	Hours	Labor Budget	Direct Expenses	Total Budget
	72.00	17,216.00	0.00	17,216.00
330.00	8.00	2,640.00		
302.00	16.00	4,832.00		
203.00	48.00	9,744.00		
	46.00	7,654.00	836.40	8,490.40
302.00	4.00	1,208.00		
203.00	16.00	3,248.00		
124.00	24.00	2,976.00		
111.00	2.00	222.00		
			30.00	
			562.50	
			139.50	
			104.40	
	187.00	43,096.00	836.40	43,932.40
	80.00	19,200.00	0.00	19,200.00
330.00	8.00	2,640.00		
302.00	16.00	4,832.00		
218.00	24.00	5,232.00		
203.00	32.00	6,496.00		
	36.00	8,608.00	0.00	8,608.00
330.00	4.00	1,320.00		
302.00	8.00	2,416.00		
203.00	24.00	4,872.00		
	26.00	6,324.00	0.00	6,324.00
330.00	2.00	660.00		
302.00	8.00	2,416.00		
203.00	16.00	3,248.00		
	26.00	4,662.00	836.40	5,498.40
302.00	4.00	1,208.00		
218.00	8.00	1,744.00		
124.00	12.00	1,488.00		
111.00	2.00	222.00		
			30.00	
			562.50	
			139.50	
			104.40	

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
<b>Task 3.5 Mitigation Monitoring and Reporting Program</b>		19.00	4,302.00	0.00	4,302.00
Senior Principal	330.00	1.00	330.00		
Senior Supervisor Planner II	302.00	6.00	1,812.00		
Planner II	180.00	12.00	2,160.00		
<b>Task 4 Meetings and Public Hearings</b>		108.00	32,616.00	1,240.00	33,856.00
<b>Task 4.1 Meetings</b>		32.00	9,216.00	0.00	9,216.00
Senior Principal	330.00	8.00	2,640.00		
Senior Supervisor Planner II	302.00	16.00	4,832.00		
Planner IV	218.00	8.00	1,744.00		
<b>Task 4.2 Hearings</b>		76.00	23,400.00	1,240.00	24,640.00
Senior Principal	330.00	16.00	5,280.00		
Senior Supervisor Planner II	302.00	60.00	18,120.00		
Travel - Mileage				700.00	
Vehicle Day Rate				540.00	
<b>Task 5 Project Management</b>		118.00	30,024.00	0.00	30,024.00
Senior Principal	330.00	8.00	2,640.00		
Senior Supervisor Planner II	302.00	66.00	19,932.00		
Planner IV	218.00	24.00	5,232.00		
Admin Assistant/Billing Specialist	111.00	20.00	2,220.00		
<b>Project Total without Contingency</b>		1,213.00	297,064.00	2,912.80	299,976.80
<b>Project Total With 10% Contingency</b>					304,976.80

  

<b>Direct Expenses Summary</b>	<b>Amount</b>
Digital Production - Disc	60.00
Photocopies - Black and White	1,125.00
Photocopies - Color	279.00
Postage, Shipping, Delivery	208.80
Travel - Mileage	700.00
Vehicle Day Rate	540.00
<b>Direct Expenses Subtotal</b>	2,912.80



## Exhibit C Schedule

Rincon estimates that a Final EIR for the start of public hearings can be completed within approximately 9 months of receipt of project plans, project information, and applicant-prepared technical studies. This schedule is dependent on the number of public comments received on the Revised Draft EIR, which cannot be accurately predicted at this time. This estimate is based on the following assumptions:

- **Draft project description:** submitted to the City for review within 2 weeks of receipt of project plans and project information from the applicant
- **Peer review of the applicant prepared technical studies:** completed within 2 weeks of receipt of technical studies
- **First Administrative Revised Draft EIR:** submitted to the City for review within 6 weeks of approval of the project description, receipt of data needs, and approval of applicant prepared technical studies
- **Second Administrative Revised Draft EIR:** submitted to the City within 3 weeks of receipt of City comments on the First Administrative Revised Draft EIR
- **Revised Draft EIR for Public Review:** submitted to the City within 2 weeks of City approval of the Second Administrative Revised Draft EIR
- **First Administrative Final EIR (including Responses to Public Comments):** submitted to the City for review within 5 weeks after close of public review of the Revised Draft EIR, depending on the length and sophistication of comments
- **Second Administrative Final EIR:** submitted to the City for review within 2 weeks of receipt of City comments on the First Administrative Final EIR and Responses to Public Comments
- **Final EIR for Public Hearings:** submitted to the City for review within 1.5 weeks of City approval of the Second Administrative Final EIR and Responses to Public Comments.
- **Applicant-Revised Technical Studies:** The applicant will submit revised technical studies to address Rincon peer-review comments within 2 weeks.
- **City Reviews:** The City will review the First Administrative Revised Draft EIR and First Administrative Final EIR within 2 weeks, and all other deliverables within 1 week.