



REEDLEY CITY COUNCIL

- ☒ Consent
☐ Regular Item
☐ Workshop
☐ Closed Session
☐ Public Hearing

ITEM NO: 8

DATE: August 28, 2018

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AGREEMENTS WITH THREE CONSULTING FIRMS TO PERFORM ON-CALL PROFESSIONAL SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT:

- A: 4Leaf, Inc.
- B: Interwest Consulting Group
- C: Rincon Consultants, Inc.

SUBMITTED: Rob Terry 
Community Development Director

APPROVED: Nicole R. Zieba 
City Manager

RECOMMENDATION

Approve and authorize the City Manager to make non-substantive changes to the attached draft agreements, and sign final agreements with three separate consulting firms to perform on-call professional services for the Community Development Department, as notated below:

- A. 4Leaf, Inc. – Draft Professional Services Agreement for Plan Check Services
- B. Interwest Consulting Group – Draft Professional Services Agreement for Plan Check Services
- C. Rincon Consultants, Inc. – Draft Consultant Planning Services Agreement

EXECUTIVE SUMMARY

The Community Development Department is responsible for highly technical and complex assignments associated with the approval and development of structures within the community. To complete such activities, specialized certifications, technical, legal and/or environmental expertise are required. With a limited staff and specific certifications and/or specializations often required, employing the services of on-call consulting firms in the appropriate manner can have several customer service and cost benefits.

On-call consulting contracts allow for maximum flexibility, efficiency and accountability within the Department by:

- Allowing for required certified reviews and analysis to take place in accordance with government regulations without having to maintain high-dollar staff with specialized certifications
- Typically delivering results to applicants in a shorter amount of time during periods of high workload
- Maintaining payment by the applicant in accordance with the fee schedule
- Allowing for review and approval by the City Manager prior to non-standard work being performed

The Community Development Department is seeking to enter into on-call contracts with three consulting firms to continually focus on efficient customer service; including 4Leaf, Inc. for plan check services, Interwest Consulting Group for plan check services, and Rincon Consulting, Inc. for environmental analysis. Each agreement would terminate June 30, 2020, allowing staff to analyze consultant performance and recommend changes to contract terms or service providers, as appropriate.

BACKGROUND

The Community Development Department is made up of the Planning and Building Divisions. Each division is responsible for highly technical and complex assignments associated with the approval and development of structures within the community. To complete such activities, specialized certifications, technical, legal and/or environmental expertise are required. When specialty certifications, staff workloads and/or capacity impact the ability to accommodate development-responsive activities, on-call consultant assistance can be utilized to ensure that the Department remains fully capable of operating with maximum efficiency, and consistent focus on timely processing and excellent customer service. The bulk of such services can also be delivered within the existing fee schedule maintained by the City, and any non-standard activity requiring the approval of the City Manager prior to action being taken.

Within the Building Division, plan check and review activities are required for architectural, structural, electrical, plumbing, mechanical, fire, energy, accessibility, green building, and other plan sets. Codes applicable to Federal, State and local ordinances and regulations must be applied to each plan set, with the local agency responsible for oversight of this inclusion and notation. Large industrial facilities can require specialized review. Plan sets that include medical facilities require a specialized review certification that fall under the Office of Statewide Health Planning and Development 3 Clinic Requirements, often referred to as OSHPD3. Completion of these services requires a certified reviewer to comply with State codes. Both 4Leaf, Inc. and Interwest Consulting Group have submitted proposals to provide on-call plan check activities for the City of Reedley on a per-project basis. Staff desires to maintain contracts with both firms given their varying plan check certifications and staffing expertise, allowing for assignment to the most appropriate party at any given time. Each agreement would sunset June 30, 2020, allowing staff to analyze consultant performance, and recommend changes to contract terms or service providers, as appropriate.

Assistance with additional activities, such as building inspection and administrative support, are also included within each proposal, with the same per-project or hourly rate fee structure. While staff does not anticipate utilizing such services at this time, the inclusion of them into an on-call contract would allow for an efficient response to workload or project-specific needs in a timely manner. All assistance would be provided on a per-project basis with an approved

scope of work submitted to the Community Development Director for review, and approval provided by the City Manager before any activities would commence. Costs for any such services would be the responsibility of the applicant, in accordance with the current fee schedule.

Within the Planning Division, review and analysis associated with the California Environmental Quality Act (CEQA) is a major function. Much of the required analysis can be completed in-house; however, analysis that includes significant research for impacts, environmental findings, mitigation requirements, etc. demands considerable time and resources, which is extremely difficult to accommodate with limited staff while working within the vigorous public review and approval requirements associated with CEQA – all while still processing additional applications and projects, and responding to citizens in a timely manner. Rincon Consultants, Inc. has submitted a Letter of Interest to provide on-call environmental and planning services to the City of Reedley on a per-project basis, specific to the environmental application submitted/required. The agreement would sunset June 30, 2020, allowing staff to analyze consultant performance, and recommend changes to contract terms or the service provider, as appropriate.

A cost schedule for additional environmental and planning assistance options was also provided. Similar to Building Division services, any assistance would be provided on a per-project basis with an approved scope of work submitted to the Community Development Director for review, and approval provided by the City Manager prior to any activity taking place. Costs for any such services would be the responsibility of the applicant.

Utilizing consultant services in the appropriate manner has several customer service and cost benefits, allowing staff to be more responsive to applicant needs in a timely and efficient manner with maximum flexibility, efficiency and accountability by:

- Allowing for required certified reviews and analysis to take place in accordance with government regulations without having to maintain high-dollar staff with specialized certifications
- Typically delivering results to applicants in a shorter amount of time during periods of high workload
- Maintaining payment by the applicant in accordance with the fee schedule
- Allowing for review and approval by the City Manager prior to non-standard work being performed

FISCAL IMPACT

There is no negative fiscal impact to the City given that the costs of service are determined per-project, and are paid by the applicant needing the analysis/review in accordance with the adopted fee schedule. It should be noted that the Planning Division has identified one fee that needs to be adjusted to account for the varying flexibility in the analysis that may be required under this activity (Mitigated Negative Declarations). As such, staff will be returning to Council at a future date to address this singular fee.

PRIOR COUNCIL ACTIONS

No prior actions have been taken by the City Council in regards to this matter.

ATTACHMENTS

1. 4Leaf, Inc. – Draft Professional Services Agreement
2. Interwest Consulting Group – Draft Professional Services Agreement

3. Rincon Consultants, Inc. – Draft Consulting Planning Services Agreement

Motion: _____

Second: _____

**AGREEMENT BETWEEN
CITY OF REEDLEY AND RINCON CONSULTANTS, INC.
FOR CONSULTANT PLANNING SERVICES**

This agreement is made and entered into effective on Sept. 4TH, 2018, by and between the City of Reedley, a California municipal corporation (hereinafter referred to as "CITY") and Rincon Consultants, Inc. (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain consultant services in connection with environmental analysis, land use and planning; and

WHEREAS, CONSULTANT is engaged in the business of furnishing technical and expert services in the fields of environmental analysis, land use and planning, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, this Agreement will be administered for CITY by City Manager Nicole Zieba, with Project Management overseen by Community Development Director Rob Terry.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are part of this Agreement and the terms and conditions hereinafter contained, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY services as requested by CITY relating to pursuant to Exhibit "A" which is incorporated herein by reference.

2. Term of Agreement. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through June 30, 2020 subject to any earlier termination in accordance with this Agreement.

3. Compensation.

CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be pursuant to Exhibit "B," which is incorporated herein by reference.

4. Termination.

Either party may terminate this Agreement at any time by giving notice of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination. In the event of termination, all finished or unfinished documents, reports, or other materials prepared by CONSULTANT under this Agreement shall

become CITY'S property. CONSULTANT shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

5. Indemnification.

(a) Indemnity for Professional Liability: When the law establishes a professional standard of care for CONSULTANT'S Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of CONSULTANT, its officers, agents, employees, or Subconsultants (or any Agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by CONSULTANT or by any individual or Agency for which CONSULTANT is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of CONSULTANT.

6. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in Exhibit "C" or as may be authorized, and any additional insurance as may be required, in writing by City Manager or her designee at any time and in her sole discretion.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. This phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

7. Nondiscrimination. To the extent required by controlling federal, state, and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

8. Independent Contractor.

In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

9. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.

10. Assignment.

This agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights of obligations under this Agreement without the prior written approval of the City Manager or her designee.

11. Compliance with Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California, and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

12. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

13. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for

purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

14. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

15. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

16. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

17. Attorneys' Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

18. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

19. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement shall be null and void.

20. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

21. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

22. Ownership of Documents and Data.

(a) Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY. Documents, including spreadsheets, calculations,

drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

(b) Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

(c) Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

(d) Notwithstanding the paragraphs above, all computer financial models including without limitation compilations of formulas and spreadsheet models used or developed by the CONSULTANT in performing its work are proprietary and shall remain property owned solely by the CONSULTANT.

CITY OF REEDLEY, a
a California municipal corporation

By: _____

Nicole Zieba, City Manager

Date: _____

9/4/18

RINCON CONSULTANTS INC.

By: _____

Richard Daulton, Vice President

Date: _____

8/30/18

Exhibit "A"

SCOPE OF SERVICES

Consultant Service Agreement between City of Reedley
and Rincon Consultants, Inc.



Rincon Consultants, Inc.

7080 North Whitney Avenue
Suite 101
Fresno, California 93720

559 721 6063 OFFICE

info@rinconconsultants.com
www.rinconconsultants.com

July 23, 2018
Project Number 18-06295

Rob Terry, AICP, Community Development Director
City of Reedley
1733 9th Street
Reedley, CA 93654

Subject: Letter of Interest to Provide Contract Environmental and Planning Services

Dear Mr. Terry:

Rincon Consultants is pleased to submit this letter of interest to assist the City of Reedley (City) with on-call environmental and planning services. We are enthusiastic about the opportunity to work with the City and believe that we are especially well qualified to provide these planning and environmental services. This would include CEQA analysis for development applications and City initiatives, and contract planning services assisting the City with processing development applications, and if desired, long-range planning tasks.

Rincon has been providing contract planning services for the entirety of the firm's 22-year history. Our philosophy on all contract planning assignments is to encourage early communication with agency representatives, the project applicant, and members of the public, which has helped to ensure timely review and analysis of all development application materials, technical adequacy of environmental review, and zoning code compliance review. We have successfully completed the permitting process and environmental analysis for a wide variety of projects, including residential subdivisions, commercial shopping centers, specific plans, campus master plans, zoning code amendments, and general plan amendments. Current public agency clients include the Cities of Fresno, Berkeley, San Luis Obispo, Goleta, Lompoc, and Ojai. We have included our Contract Planning brochure that provides additional details on our services.

While Rincon is a 240-person firm with offices through-out the state, the key staff that we have identified for this proposal would primarily operate from Rincon's Fresno and San Luis Obispo offices. Rincon Senior Planner/Project Manager Eric VonBerg would be the City's main point of contact for all assignments and would coordinate the assistance of other assigned staff. Richard Daulton would serve as our Principal-In-Charge and Rob Mullane, AICP, Rincon's Senior Program Manager would provide additional QA/QC services and program oversight. Other technical and management staff would be brought in on an as-needed basis to most efficiently and effectively complete the assigned work. Resumes for key staff are included as an attachment to this letter.

UNDERSTANDING OF ASSIGNMENT, STAFFING, and SCOPE OF WORK



The City of Reedley has an active Community Development Department workload, with peaks stretching existing staff resources beyond what is readily manageable or efficient. The City has in-house expertise to field smaller CEQA analysis, but would benefit from outside assistance to process more complex or staff-intensive CEQA documents and would also benefit from the flexibility of having contract planning assistance for certain development projects. City staff has conveyed the need for such assistance on an as-needed basis as development applications are processed by the City. Our assumption is that most Rincon tasks would be carried out off-site with our staff working from their regular offices and coordinated through our proposed Project Manager, Eric VonBerg, located in our Fresno Office. Most required on-site actions, such as meeting with applicants or City staff and attendance at hearings would be handled by Mr. VonBerg. This would assist with reducing travel costs and provide the City with a main point of contact who is experienced in interacting with applicants, the public, and making public presentations.

Throughout the contract period, Rincon contract planning staff would assist City staff with the processing of environmental documents associated with planning permit applications and other as-needed planning tasks, working under general direction of the Community Development Director.

The specific tasks anticipated to be performed may include, but are not limited to, the following:

- *Evaluate projects for consistency with environmental regulations and determine requisite CEQA documentation*
- *Review applications as to completeness for environmental review*
- *Prepare or review initial studies, negative declarations, notices of exemption, environmental impact reports, NEPA clearances, and related technical documents*
- *Prepare necessary technical analyses and reports required for CEQA analysis. This could include but not limited to air quality, biology, cultural resources, noise, hazards assessment, and water quality/availability assessments*
- *Prepare staff reports, approval/denial findings, resolutions, and conditions of approval for discretionary applications*
- *Attend and give oral presentations at decision-maker hearings, recommending bodies, special oversight commissions, or other stakeholder organizations*
- *Analyze development projects for compliance with the City's General Plan, other applicable land use plans, Zoning Ordinance, design standards and guidelines, and other policies*

Richard Daulton, Principal-in-Charge for the On-Call Environmental and Planning Services contract, and Rob Mullane, AICP, Rincon's Senior Program Manager, will be available as needed to provide contract administration and quality assurance/quality control.

Upon the start of this contract, Rincon recommends a kick-off meeting between Rincon and City staff to outline a process and timing for deliverables, including procedures for the transmittal of application files and deliverables, communication protocols, and specifying responsibilities for



noticing and other requirements. Rincon has available an FTP site for the convenient transfer of large files.

COST

Rincon Consultants would provide these contract planning services on a time-and-materials basis per our attached fee schedule. We anticipate the City providing a not-to-exceed initial contract amount for providing these services over the period of one or more years.

We appreciate the opportunity to assist the City with environmental and contract planning services. We look forward to further discussing with you this letter of interest and to working together to develop a plan to best meet the needs of the City. If you have any questions about this proposal, please do not hesitate to contact me at (559) 721-6063 or via email at evonberg@rinconconsultants.com. Thank you.

Sincerely,
RINCON CONSULTANTS, INC.

Eric VonBerg, MRP
Senior Project Manager

Richard Daulton, MURP
Vice President / Principal

Attachments:

Resumes of Key Staff
Rincon Fee Schedule
Rincon Contract Planning Services



Eric J. VonBerg

SENIOR PROJECT MANAGER

Eric VonBerg has 25 years of experience in land use, environmental, and transportation planning at the local, county, regional, and state level. His most recent responsibilities include managing planning and environmental services for Rincon's Fresno office. Current projects include the City of Fresno On-Call Planning Services, Kerman General Plan and EIR, SJCOG and KCAG RTP/SCS EIRs, and the Downtown Bakersfield Vision Plan EIR. His previous experience includes County of Fresno Current Planning Senior Planner, and City of Fresno Long Range Planner preparing their General Plan and managing its Master EIR. His broader experience includes working on the Avenal Recreational Gymnasium project, several Caltrans Local Assistance projects, the San Joaquin Valley Blueprint Integration, and numerous highway projects as a Senior Planner and Office Chief for Caltrans Central Region Environmental. He also has extensive experience in public speaking, public engagement, and public, government, and tribal outreach, including managing Fresno County's Planning Commission, and as a member of the FCOG RTP/SCS Roundtable representing the Valley Planners Network.

EDUCATION

Master's in Regional Planning,
University of Massachusetts-
Amherst

B.A., Social Ecology, University
of California- Irvine

SELECTED AFFILIATIONS

CA American Planning
Association, Central Section
Board Member, 2018

AEP Central Chapter,
Member

EXPERIENCE

Rincon Consultants, Inc.
(2016 – present)

County of Fresno,
Department of Public Works
and Planning, Development
Services (2014– 2016)

City of Fresno, Development
and Resource Management
Department (2013 – 2014)

URS Corporation (2004 –
2013)

Caltrans Central Region
(1999 – 2004)

County of Fresno (1993 –
1999)

City of San Clemente (1987
– 1989)

PROJECT EXPERIENCE

- City of Fresno DARM Contract Planning & Environmental Studies, Project Manager
- City of Kerman General Plan Update and EIR, Environmental Project Manager
- Downtown Bakersfield Vision Plan Programmatic EIR; Project Manager
- City of Avenal Recreational Gymnasium Project CEQA/NEPA Technical Studies, Project Manager
- 2018 San Joaquin Council of Governments 2018 Regional Transportation Plan and Sustainable Communities Strategy EIR; Project Manager
- 2018 Kings County Association of Governments 2018 Regional Transportation Plan and Sustainable Communities Strategy Supplemental EIR; Project Manager
- Laton Sidewalk Water Quality Report for Fresno County, Project Manager
- Peach Avenue Widening Project, Fresno County, Environmental Project Manager
- Floradale Bridge CEQA IS-MND, Santa Barbara County, Project Manager
- Town of Windsor General Plan EIR; prepared Transportation, Public Services, Utilities, and Alternatives sections.
- San Joaquin River Regional Transportation Study, Madera County Planning Department, Fresno and Madera Counties; Environmental Manager
- San Joaquin Valley Blueprint Integration Project, Fresno Council of Governments, Fresno, California; Deputy Project Manager
- City of Fresno General Plan Update and Master EIR; City of Fresno Staff Lead
- Cross Valley Rail Corridor Project, Caltrans, Kings and Tulare County; Caltrans Environmental Manager
- Cabrillo Rail Bridge Replacement and Bike Lane, City of Santa Barbara/Caltrans Local Assistance, Santa Barbara, California; Environmental Project Manager
- ESPN Radio Tower EIR, Fresno County; Project Manager
- Clovis Landfill EIR, Deputy Project Manager



SPECIALIZED TRAINING

- AEP, Advanced CEQA Workshop, 2018
- Abbott & Kindermann's 16th Annual Land Use, Real Estate, and Environmental Law Update, 2017
- HUD NEPA Training, 2015
- AEP, Advanced CEQA Workshop, 2015
- URS Project Management Certification Program, 2013 AEP, Advanced CEQA Workshop, 2013
- AEP, Advanced CEQA Workshop, 2004
- Caltrans 40-hour Supervisor's Workshop Training Program, 2001 The Shipley Group, Transportation NEPA & Decision Making, 2000
- National Highway Institute, NEPA and the Transportation Decision Making Process, 2000





EDUCATION

M.A., Urban and Regional
Planning, University of
California, Irvine

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

AFFILIATIONS

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

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

Association of Environmental
Professionals

EXPERIENCE

Rincon Consultants, Inc. (2000
– present)

RBF Consulting
(1997 – 2000)

Michael Brandman Associates
(1995 – 1997)

Richard C. Daulton, MURP

PRINCIPAL

As a Principal in Rincon Consultants' Environmental Sciences and Planning Group and the Operations Manager of Rincon's San Luis Obispo office, Mr. Daulton oversees planning and environmental projects in the California central coast region. He has over 22 years of experience in the planning profession with an emphasis on environmental planning. His planning skills are supported by a strong background in technical environmental and economic analysis. He manages a range of CEQA and NEPA documentation projects, and has successfully combined environmental analysis and planning techniques to guide agencies through complex studies and controversial programs, entitlement, and planning projects.

PROJECT EXPERIENCE

CONTRACT PLANNING

- California Flats Solar Project Contract Planning, County of San Luis Obispo
- Avila Ranch Contract Planning, City of San Luis Obispo
- Margarita Area Specific Plan Tracts 2353 and 2428 Contract Planning and CEQA Support Services, City of San Luis Obispo
- Full Service Contract Planning, City of Guadalupe
- Contract Planning Services, City of Lompoc
- Contract Planning Services, County of Monterey
- San Juan Oaks Master Plan Contact Planning and Environmental Services, San Benito County

PROJECT-LEVEL CEQA DOCUMENTATION

- California Flats Solar Project EIR, County of Monterey
- San Luis Ranch Project EIR, City of San Luis Obispo
- Johnson Avenue Housing EIR, City of San Luis Obispo
- Santa Margarita Ranch Project EIR, County of San Luis Obispo
- Dalidio Marketplace Commercial Annexation Project EIR, City of San Luis Obispo
- Biddle Ranch Agricultural Cluster Subdivision EIR, County of San Luis Obispo
- Paso Robles Vineyards Agricultural Cluster Subdivision EIR, County of San Luis Obispo
- Seabreeze Estates Residential Subdivision EIR, City of Lompoc

TRANSPORTATION PROJECTS

- Union Valley Parkway Extension/Interchange Project EIR/EA, City of Santa Maria
- Hollister Avenue Widening Project EIR/EA and Caltrans Env. Studies, County of Santa Barbara
- SR 99/Fulkerth Ave. Interchange Improvements PEAR, IS-MND and Environmental Studies, City of Turlock
- City of Manteca Multimodal Station CEQA/NEPA Documentation



PROJECT EXPERIENCE, CONT'D

WATER/UTILITIES PROJECTS

- Copper Sulfate Reservoir Application IS-MND, Metropolitan Water District
- Santa Ana River Bridge Seismic Retrofit Routine Maintenance Project, Metropolitan Water District
- Lake View Pipeline Environmental Constraints Analysis, Metropolitan Water District
- San Clemente Dam Removal Project Environmental and Planning Services, County of Monterey
- Water Resource Recovery Facility EIR and CEQA Plus Documentation, City of San Luis Obispo
- Los Osos Wastewater Treatment Plant Air Quality Compliance, County of San Luis Obispo
- Santa Maria Los Flores Landfill Project EIR, City of Santa Maria
- Santa Maria Landfill Expansion Project EIR, City of Santa Maria
- Regional Landfills Project EIR, Salinas Valley Solid Waste Authority
- Santa Maria Wastewater Treatment Plant EIR, City of Santa Maria
- Urban Runoff Diversion Program IS-MND, City of Pacific Grove
- Santa Ynez River Bank Stabilization Project IS-MND, City of Lompoc

CLIMATE ACTION PLANNING PROJECTS

- San Luis Obispo County Regional Climate Action Plan for Cities of Paso Robles, Atascadero, Morro Bay, Pismo Beach, Grover Beach, and Arroyo Grande
- Kings County Regional Climate Action Plan
- City of Lake Elsinore Climate Action Plan
- General Plan Greenhouse Gas Study, City of Lompoc
- Union Valley Parkway Extension/Interchange Project EIR/EA Greenhouse Gas Analysis, City of Santa Maria
- Los Flores Integrated Waste Management Facility Greenhouse Gas Analysis, City of Santa Maria

PRESENTATIONS

- Seminar Instructor, Association of Environmental Professionals Advanced CEQA and CEQA Basics Workshops, 2009-2015
- SB 743 Changes to CEQA Guidelines for Transportation Impacts Conference Sessions 2014-2015
- CEQA Streamlining Session, California State University CEQA Workshop, 2012
- Guest Lecturer, California Polytechnic State University, San Luis Obispo, 2007-2015





Rob Mullane, MS, AICP

SENIOR PROGRAM MANAGER

Rob Mullane is a Senior Program Manager with Rincon Consultants. He has 21 years of experience in the planning and municipal services field, including extensive work in current and long-range planning, CEQA and NEPA documentation projects, and a broad range of municipal services. In addition to his time at Rincon as a Project Manager and Senior Program Manager, Mr. Mullane has served in several capacities in local government, including as a senior planner for the County of Santa Barbara and City of Goleta, Community Development Director for the City of Ojai, Community Planning and Building Director for the City of Carmel-by-the-Sea, and Public Works Director for the City of Carmel-by-the-Sea. He has direct experience preparing a wide variety of planning reports and products including General Plans, Specific Plans, Housing Elements, Ordinance Amendments, Local Coastal Program Amendments, Tract Maps, Development Plans, and Design Review Guidelines and Bylaws. He is skilled at writing resolutions and ordinances for various decision-making bodies. He has also managed municipal Capital Improvement Programs and has overseen permitting and compliance for onshore and offshore oil and gas processing facilities. His duties at Rincon include managing the preparation of CEQA and NEPA documents, and assisting in the management of Rincon's state-wide contract planning service line.

EDUCATION

M.S., Geology and Geophysics,
University of Hawaii at Manoa,
1996

B.S. Geology, Duke University,
1993

AFFILIATIONS

American Planning Association
American Institute of Certified
Planners # 172517

American Public Works
Association

City of Buellton, Planning
Commission (2005 – 2007)

City of Buellton, Parks and
Recreation Commission (2004 –
2005)

EXPERIENCE

Rincon Consultants, Inc. (2017
– present and 2007-2012)

City of Carmel-by-the-Sea
(2013 – 2017)

City of Ojai (2012 – 2013)

City of Goleta (2003 – 2007)

County of Santa Barbara (2001
– 2003)

Hawaii Sea Grant (1996 – 2001)

PROJECT EXPERIENCE

CONTRACT PLANNING

- City of Goleta, Goleta, CA
- City of Guadalupe, Guadalupe, CA
- City of Ventura, Ventura, CA
- County of Monterey, Salinas, CA

LONG RANGE PLANNING

- County of Santa Barbara – Santa Ynez Valley Community Plan EIR, Santa Ynez, CA
- City of Lompoc – Lompoc General Plan Update and EIR, Lompoc, CA
- City of Oxnard/Oxnard School District – Southwest Elementary School Site Local Coastal Plan Amendment Conformity Analysis, Oxnard, CA
- City of Goleta – Goleta General Plan: Safety Element, Noise Element, and Coastal Land Use Policies, Goleta, CA
- City of Guadalupe – Housing Element 2009 IS/ND, Guadalupe, CA
- County of Santa Barbara – Oil and Gas Pipeline Abandonment Policies and Program EIR, Santa Barbara, CA
- City of Ojai – 2006-2014 Housing Element Update, Ojai, CA
- City of Ojai – Complete Streets Policy Development and Implementation, Ojai, CA
- City of Ojai – Exterior Lighting Ordinance, Ojai, CA
- City of Carmel-by-the-Sea – 2015-2023 Housing Element Update, Carmel-by-the-Sea, CA



PROJECT EXPERIENCE, CONT'D

- City of Carmel-by-the-Sea – Ocean Avenue Median Lighting Policy and Design, Carmel-by-the-Sea, CA
- City of Carmel-by-the-Sea – Revisions to Policy for Wine Tasting Room Establishments, Carmel-by-the-Sea, CA
- City of Carmel-by-the-Sea – Revisions to City Tree Protection Processes, Carmel-by-the-Sea, CA
- County of Maui – Maui Beach Management Plan, Wailuku, HI
- County of Maui – Kaanapali Beach Management Plan, Kaanapali, HI
- County of Maui – Revisions to Shoreline Setback and Special Management Area Rules, Wailuku, HI

CEQA AND NEPA COMPLIANCE

- City of Lompoc – Lompoc General Plan Update EIR, Lompoc, CA
- County of Santa Barbara – Orcutt Key Site 3 Subsequent EIR, Santa Maria, CA
- County of Santa Barbara – 2003-2008 Housing Element Focused Rezone Program EIR, Santa Barbara, CA
- County of Santa Barbara – Santa Ynez Valley Community Plan EIR, Santa Ynez, CA
- City of Santa Barbara – Hillside House EIR, Santa Barbara, CA
- City of Santa Maria – Area 9 Specific Plan EIR, Santa Maria, CA
- County of Santa Barbara – Cavaletto Tree Farm Housing Project EIR, Goleta, CA
- City of Malibu – 2008-2014 Housing Element Update EIR, Malibu, CA
- City of Santa Paula – Tentative Tract 5475 Specific Plan EIR, Santa Paula, CA
- County of Santa Barbara – New County Jail EIR, Santa Maria, CA
- County of Santa Barbara – Calle Real Jail Photo-Voltaic Installation Project MND, Goleta, CA
- County of Santa Barbara – Agricultural Preserve Uniform Rules Update EIR, Cumulative Projects Analysis, Santa Barbara, CA
- County of Santa Barbara – Granite Construction Subsequent EIR, Buellton, CA
- County of Santa Barbara – Orcutt Key Site 30 Subsequent EIR, Santa Maria, CA
- City of Seaside – 2040 General Plan EIR, Seaside, CA
- City of San Luis Obispo – 650 Tank Farm Road Specific Plan IS-MND, San Luis Obispo, CA
- City of Turlock/Caltrans – State Route 99/Fulkerth Road Interchange Improvements Preliminary Environmental Analysis Report and MND/Categorical Exclusion, Turlock, CA
- City of Guadalupe – CE/CE for Highway 1 Improvements, Guadalupe, CA
- City of Guadalupe – 2009 Redevelopment Plan Amendment MND, Guadalupe, CA
- City of Goleta – Costco Gasoline Station Draft Supplemental EIR, Goleta, CA
- County of Santa Barbara – Line 96 Oil Pipeline Leak Detection System Project MND, Goleta, CA
- City of Goleta – Islamic Center for Santa Barbara Project MND, City of Goleta
- City of Goleta – Venoco State Lease 421 Recommissioning Project EIR, Joint Review Panel, City of Goleta Representative, Goleta, CA
- City of Goleta – Venoco Full Field Development Project EIR, Joint Review Panel, City of Goleta Representative, Goleta, CA
- City of Goleta – Comstock Homes and Ellwood Mesa Open Space Plan EIR, Goleta, CA





Brenna Weatherby

PLANNING AND ENTITLEMENT SPECIALIST

Ms. Weatherby has extensive experience in the preparation and processing of entitlement packages for residential, commercial and industrial development sites. She has led multidisciplinary consultant and developer teams while coordinating with City Staff, stakeholders and community groups to successfully gain discretionary project approvals. Ms. Weatherby has led strategic planning sessions and neighborhood forums, and has worked with citizens to address issues and gain support for controversial projects. As an experienced land use planner, Ms. Weatherby is knowledgeable in land use planning, NEPA and CEQA regulations, and is skilled in the preparation of Zoning Ordinances, General Plans, Specific Plans, and CEQA related documents.

EDUCATION

M.C.P., City Planning, San Diego State University, 2000

B.S., Environmental Policy Analysis and Planning, University of California, Davis, 1998

EXPERIENCE

Rincon Consultants, Inc.
(2017 – present)

Howes Weiler & Associates
(2011-2017)

The Lightfoot Planning Group
(2005-2008 and 1999-2001)

Hofman Planning and Engineering
(2004-2005)

San Diego Association of Governments
(2003-2004)

North County Transit District
(2001-2003)

PROJECT EXPERIENCE

CEQA PROJECTS

- Riverside Northgate Center Technical Studies and EIR, AFG Development, LLC
- Guthrie Warehouse Technical Studies and IS-MND, City of Riverside
- Antelope Valley College Facilities Master Plan EIR, Antelope Valley Community College District
- 2771 Garey Avenue IS-MND, City of Pomona
- Beverly Boulevard Hotel Project EIR, City of West Hollywood
- 8713 Beverly Drive Mixed Use Project EIR, City of West Hollywood
- Kresge College Housing Project EIR, University of California, Santa Cruz
- Fort Ord Main Gate Specific Plan Amendment and EIR Addendum, City of Seaside
- Sager Family - Daley Ranch Resort, Daley Ranch Resort Specific Plan, Escondido, California (2015-2017)
- Shea Homes and Shea Properties – Uptown Bressi, Bressi Ranch Master Plan Amendment, Carlsbad
- Shopoff Realty Group – Ponto Beachfront, Poinsettia Shores Master Plan Amendment, Carlsbad
- Shopoff Realty Group – Delphy's Corner, Delphy's Corner Master Plan Amendment, Vista
- DiRienzo & Associates – Vista Vineyards, Vista Vineyards Specific Plan, Vista
- DiRienzo & Associates – Poinsettia Properties, Poinsettia Properties Specific Plan, Carlsbad
- Army Navy Academy - Army Navy Academy Long Range Plan, Army Navy Academy Master Plan and Development Standards, Carlsbad
- Mission San Luis Rey – Mission San Luis Rey Master Plan, Oceanside



PROJECT EXPERIENCE, CONT'D

- Shopoff Realty Group - Ponto Beachfront, Land Use/Site Planning, Coastal Permitting Support, Entitlement Processing, Project Management, Master Planning, Local Facilities Analysis, Climate Action Plan Implementation and Community Outreach, Carlsbad
- City of Carlsbad - Agua Hedionda South Shore Specific Plan 85/15 Initiative, Master Plan and Local Facilities Analyses, Project Management, Carlsbad
- Sager Family - Daley Ranch Resort, Annexation, Specific Planning and Land Use Planning Support, Escondido
- Shopoff Realty Group - Delphy's Corner, Land Use Planning, Entitlement Processing, Project Management, Specific Planning, CEQA document preparation (MND), and Community Outreach, Vista
- Bent-West, College Boulevard Residential, Land Use Planning, Entitlement Processing, and CEQA document preparation (IS and MND), Carlsbad
- C3 Church – Balboa Campus Child Care Facility, Land Use Planning, Entitlement Processing, Project Management, CEQA document preparation (IS), and Community Group Outreach, San Diego
- Halstrom Academy – Futures in Education, Due Diligence and Entitlement Processing, Locations throughout California
- Republic Services – Imperial Landfill, Land Use Planning, and CEQA document peer review (MND), Imperial County
- St. Katherine Orthodox Church – Church Move/Expansion, Land Use Planning, Entitlement Processing,, Public Hearing Presentation, and Construction Permitting, Carlsbad
- Waste Management - Carlsbad Transfer Station, Entitlement Processing, Carlsbad
- DeWald & Associates - Pacific Station, Land Use Planning, Project Management, Coastal Permitting Support, Entitlement Processing, Community Outreach, and Public Hearing Presentation, Encinitas
- Dignity Memorial - Eternal Hills Memorial Park Expansion, Land Use Planning, Entitlement Processing, Project Management, EIR Peer Review and Community Outreach, Oceanside
- DeWald & Associates - Pacific View Elementary School Site, City and Coastal Due Diligence, Site Planning and Community Outreach, Encinitas
- DeWald & Associates - Daphne Meadows, Land Use Planning and Entitlement Processing, Encinitas
- DeWald & Associates – Oceanside Bluffs, Land Use Planning and Entitlement Processing, Oceanside
- Tri-City Medical Group – Pacific View Medical Office, Land Use Planning and Entitlement Processing, Oceanside
- Pat O'Day – South Vista Business Park, Land Use Planning, Entitlement Processing and Public Hearing Presentation, Vista
- DiRienzo & Associates - Vista Vineyards, Land Use Planning, Entitlement Processing, and Specific Planning, Vista
- DiRienzo & Associates - Poinsettia Properties, Mixed Use/TOD Planning, Local Coastal Planning, Master Planning, Carlsbad
- Army Navy Academy – Army Navy Academy Long Range Plan, Land Use Planning, Master Planning and preparation of Development Standards, Carlsbad





John Larson

SENIOR PROJECT MANAGER/ENVIRONMENTAL PLANNER

John Larson is a senior project manager with Rincon Consultants, Inc. with over 35 years of experience managing local government permitting projects and environmental impact assessments including all phases of work required under the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and other environmental planning regulations. His training and experience are balanced, with a strong emphasis on project and contract management and considerable depth in all topics involving the physical sciences. He has managed large interdisciplinary impact assessment projects, and has prepared technical studies as a team member addressing noise, air quality, land use and agriculture, water resources, and other issues. Many of these projects have involved working with residents or community groups to help identify and resolve controversial issues. Experience includes work on permitting for surface mines and quarries, municipal solid waste landfills, oilfield drilling pad development, wastewater treatment plants, and similar projects of an industrial nature. He is very familiar with regulatory requirements associated with these projects, and how they relate to environmental impact assessment and documentation requirements.

EDUCATION

MBA, Business Admin, San Diego State University (1992)
B. Sc. Chemistry, San Diego State University (1975)

AFFILIATIONS

City of San Luis Obispo,
Planning Commission (2011 – present)
San Luis Obispo County Solid Waste LEA Independent Hearing Panel (2000 – 2002)
Association of Environmental Professionals

EXPERIENCE

Rincon Consultants, Inc. (2015 – present)
AECOM : (2013 – 2015)
URS Corporation (2001 – 2013)
PRA Group (1992 – 2001)
RECON (1977 – 1992)

PROJECT EXPERIENCE

CEQA DOCUMENTATION

- Commercial Medical Cannabis Ordinance IS-MND, City of Grover Beach
- Airpark Drive Business Park, City of Santa Maria Community Development Department
- Santa Maria Windset Farms Phase IV IS-MND, City of Santa Maria
- Santa Maria Area 9 Parcel Map EIR Addendum, City of Santa Maria
- Santa Maria Enos Ranchos SEIR, City of Santa Maria
- SLORTA Maintenance Facility Project CEQA/NEPA, San Luis Obispo Regional Transit Authority
- Avalon Homes EIR, City of Oxnard
- City of Clovis Landfill Re-permitting EIR, City of Clovis
- Betteravia Plaza Rezone Project EIR, City of Santa Maria
- Engle & Grey Composting Permit Modification, IS/ND, Santa Maria, California
- Ventucopa GPS Mine EIR, County of Santa Barbara
- Diamond Rock Mine EIR, County of Santa Barbara
- Veronica Meadows Supplemental EIR, City of Santa Barbara, California
- Santa Barbara Ranch EIR, County of Santa Barbara
- Public Safety Training Complex EIR, Allan Hancock College, Lompoc, California
- Jack Ranch EIR, County of San Luis Obispo
- San Miguel Community Plan EIR, County of San Luis Obispo
- Paso Robles Gateway EIR, City of Paso Robles, California
- Hyatt Place EIR, City of Paso Robles
- Paso Robles Southern Specific Plan EIR, City of Paso Robles



PROJECT EXPERIENCE, CONT'D

TECHNICAL STUDIES AND OTHER PERMITTING PROJECTS

- Calle Real Shopping Center Trash Compactor Noise Study, The Towbes Group
- Lompoc Federal Prison Complex, Fluid Milk Processing Facility, Preliminary environmental assessment, storm water permit planning, Lompoc, California
- Golden Gate Oil, LLC, Santa Maria Valley Inland Well Pad Permitting, Land Use Permit applications, cultural and biological resource surveys, air emissions inventory, County of Santa Barbara
- Tajiguas Landfill Resource Recovery Project, community noise analysis, County of Santa Barbara
- Santa Maria Energy Careaga Lease Oil Drilling and Production Plan, application materials and preliminary environmental information, water supply assessment, County of Santa Barbara
- Police Station construction community noise analysis, City of Santa Barbara
- Topaz Solar Farm, agricultural impact assessment, construction noise evaluation, County of San Luis Obispo
- California Valley Solar Ranch, agricultural viability analysis, operational noise data, water supply and hydrogeological evaluation, County of San Luis Obispo
- Willow Springs II, community noise analysis. City of Goleta
- Marborg Recycling Facility, community noise analysis and compliance monitoring, City of Santa Barbara

PRESENTATIONS

- Workshop Presenter, CEQA Basics, AEP Central Coast Chapter – San Luis Obispo, 2014
- Workshop Presenter, CEQA Streamlining, AEP Central Coast Chapter – Ventura, 2013
- Workshop Leader, CEQA Basics, AEP Central CA Chapter Eastern Slope Conference – Mammoth 2013





Chris Bersbach, MESM

TECHNICAL SERVICES PROGRAM MANAGER

As a manager for Rincon's Technical Services program and an environmental planner for Rincon's Environmental Sciences and Planning group, Chris Bersbach is responsible for managing and preparing CEQA and NEPA documentation and technical air quality, greenhouse gas emissions, and noise impact analyses. His experience includes a wide range of technical environmental and planning studies involving land and infrastructure development, urban redevelopment, solar power facilities, oil extraction and refining facilities, landfills, general plans and specific plans, climate action plans, and other long-range planning documents. Mr. Bersbach is experienced with a variety of air pollutant and GHG emissions models, which include the CalEEMod land use emissions forecast tool, the most recent version of the California Air Resources Board's Mobile Source Emissions Inventory (EMFAC2011), CALINE4, HARP, AERMOD, ICLEI's Clean Air Climate Protection (CACP) software, the Local Government Operations Protocol, and the Climate Registry General Reporting Protocol. He uses the Federal Highway Administration's Traffic Noise Model, as well as noise protocols in use by a variety of agencies, including the Environmental Protection Agency, the Federal Transit Administration, and the Department of Housing and Urban Development.

EDUCATION

MESM, Conservation Planning;
Bren School of Environmental
Science & Management, Univ.
of California Santa Barbara
B.A., Psychology; Brandeis
University

EXPERIENCE

Rincon Consultants, Inc. (2008
– present)

Condor Environmental
Planning Services (2005 – 2006)

Santa Barbara Community
Environmental Council (2005)

PROJECT EXPERIENCE

CEQA AND NEPA COMPLIANCE

- San Luis Ranch Project EIR, City of San Luis Obispo
- Betteravia Plaza Project EIR, City of Santa Maria
- Heritage Ridge Residential Project, City of Goleta
- Rancho La Laguna EIR, County of Santa Barbara
- Orcutt Key Site 3 Environmental Impact Report, County of Santa Barbara
- Orcutt Key Site 30 SEIR, County of Santa Barbara
- Meritage Senior Living Project SEIR, City of Buellton
- Santa Margarita Ranch EIR Addendum for Off-Site Air Quality Mitigation Fees, County of San Luis Obispo
- Morro Creek Multi-Use Trail and Bridge Environmental Services Project, City of Morro Bay
- Hollister Avenue - State Street Improvements Environmental Services and EIR/EA Project, County of Santa Barbara
- Harold Way Mixed-Use Project EIR, City of Berkeley
- San Miguel Tract 2710 Residential Project EA, People's Self Help Housing, County of San Luis Obispo
- Leanna Creek Water Line Project MND, City of Arroyo Grande
- Prado Road Residential Tract Project MNDs, City of San Luis Obispo
- Teal Club Specific Plan EIR, City of Oxnard
- San Juan Oaks Specific Plan SEIR, County of San Benito
- Johnson Avenue Housing Project EIR, County of San Luis Obispo



PROJECT EXPERIENCE, CONT'D

PROGRAMMATIC TRANSPORTATION AND URBAN PLANNING ANALYSIS AND DOCUMENTATION

- 2018 Kings County Regional Transportation Plan Supplemental EIR, Kings County Association of Governments
- 2018 San Joaquin County Regional Transportation Plan EIR, San Joaquin Council of Governments
- 2011 Kings County Regional Transportation Plan EIR, Kings County Association of Governments
- Santa Barbara County Regional Transportation Plan & Sustainable Communities Strategy EIR, Santa Barbara County Association of Governments
- 2015 Shasta County Regional Transportation Plan/Sustainable Communities Strategy EIR, Shasta Regional Transportation Agency
- Metropolitan Transportation Plan/Sustainable Communities Strategy, Association of Monterey Bay Area Governments
- 2014 Tulare County Regional Transportation Plan Program Environmental Impact Report, Tulare County Association of Governments
- 2014 Regional Transportation Plan/Sustainable Communities Strategy EIR, Stanislaus Council of Governments San Joaquin Valley Habitat Conservation Plan EA, SoCalGas

SUSTAINABILITY SERVICES

- Single-Use Carryout Bag Reduction Ordinance EIR, City of Sunnyvale
- Huntington Beach Single-Use Carryout Bag Ordinance EIR, City of Huntington Beach
- Tuolumne County Regional Blueprint Greenhouse Gas Study, Tuolumne County Transportation Council
- City of Vista Climate Action Plan, City of Vista
- Lake Elsinore Climate Action Plan, City of Lake Elsinore
- Marina Pedestrian and Bicycle Master Plan, City of Marina

TECHNICAL STUDIES

- Talaria at Burbank Mixed-Use Project Health Risk Assessment and Noise Study, City of Burbank
- Los Flores Knoll Communications Project Environmental Studies, City of Santa Maria
- Holy Name of Jesus Catholic Community Parish Project Air Quality, Greenhouse Gas Emissions, and Noise Studies, Steinberg Architects, City of Redlands
- Mission Lodge 54-Unit Housing Project Noise Study, KB Home Southern California, City of San Gabriel
- Hampton Inn & Suites Project Air Quality and Greenhouse Gas Emissions IS-MND Sections, City of Buellton
- Beverly Hills Metro Nighttime Noise Mitigation Recommendations Memorandum, City of Beverly Hills
- Saticoy Area Plan Update Air Quality, Greenhouse Gas Emissions, Health Risk Assessment, and Noise Technical Studies
- Shoreline Drive Three-Lot Subdivision Project Noise Study, ON Design Architects, Santa Barbara County
- Crossroads Center Drive-Through Noise and Air Quality Studies, City of Buellton
- Cortona Apartments Residential Project Health Risk Assessment, City of Goleta
- Hayward Lumber Truss Assembly Plant Project Noise Assessment, Urban Planning Concepts, City of Santa Maria
- San Joaquin Apartments and Precinct Improvement Project Construction Noise Mitigation Report, University of California Santa Barbara
- Chelsea Facility Project Noise Study, Ecos Energy LLC, Bennington, Vermont
- Rancho Malibu Religious Memorial Project Air Quality, Greenhouse Gas Emissions, and Noise Study
- Mobile Exhaust Health Risk Assessment Reports for Los Angeles Community Development Commission





Mattie Cardenaz

ASSOCIATE ENVIRONMENTAL PLANNER

Mattie Cardenaz is an Associate Environmental Planner within Rincon's Environmental and Land Use Planning Group in the San Luis Obispo office. Ms. Cardenaz is responsible for preparing and assisting with CEQA and NEPA documentation and technical impact analyses for a variety of projects. Her experience includes but is not limited to CEQA and NEPA compliance for development projects throughout Santa Barbara and San Luis Obispo Counties, visual impact assessment, noise monitoring and analysis, and air quality and greenhouse gas emissions modeling and analysis.

TECHNICAL CAPABILITIES

- Experienced technical writer and has prepared environmental documents for a diverse range of projects including general plans and specific plans, land and infrastructure development, urban redevelopment, and oil extraction and refining facilities
- Prepared Environmental Assessments/Impact Reports, (Mitigated) Negative Declarations, Technical Reports, Initial Studies, Mitigation Monitoring and Reporting Programs, Categorical Exemptions/Exclusions, and Notices of Preparation
- Skilled in performing technical analysis, including noise monitoring, air quality and greenhouse gas emission modeling, and visual impact assessment

PROJECT EXPERIENCE

LAND USE PLANNING

- General Plan Housing Element Update (IS-ND), County of Monterey
- San Miguel Community Plan Update (EIR), County of San Luis Obispo
- Morro Bay General Plan Update (Baseline assessments), City of Morro Bay
- 2030 Concord General Plan (Supplemental EIR - Addendum), City of Concord

CEQA AND NEPA COMPLIANCE

- San Luis Ranch Project (EIR), City of San Luis Obispo
- Jack Ranch Project (IS, NOP), County of San Luis Obispo
- Santa Maria Senior Apartments Project (EA), City of Santa Maria
- Betteravia Plaza Project (EIR), City of Santa Maria
- Enos Ranchos Specific Plan (Supplemental EIR), City of Santa Maria
- Heritage Ridge Residential Project (EIR), City of Goleta
- Hollister Avenue-State Street Improvements Project (EIR-EA), County of Santa Barbara
- Rancho La Laguna Project (EIR), County of Santa Barbara
- Cuesta College North County Campus Center Project/ Cuesta College SLO Campus Instructional Building Project (IS-MND), San Luis Obispo County Community College District

EDUCATION

B.S., Environmental Management and Protection, concentration: Ecology and Habitat Management California Polytechnic State University, San Luis Obispo (2013)

AFFILIATIONS

Member, California Association of Environmental Professionals

EXPERIENCE

Rincon Consultants, Inc. (2015 – present)



PROJECT EXPERIENCE, CONT'D

- Sidewalk Infill Project (CE), City of Watsonville
- Monterey Bay Sanctuary Scenic Trail (MBSST) Network Master Plan (FEIR Addendum), City of Watsonville
- Terraces at Temple City (IS-MND), Temple City

TECHNICAL STUDIES

- Avenal Gymnasium Project HUD NEPA Studies - Geology and Soils Memorandum, City of Avenal
- Swansea Park Senior Apartments Phase 2 and Village Project – Noise and Air Quality Studies, APEC International
- Online Ordering Grocery Store Project – Air Quality Analysis, Oppidan Investment Company
- ERG West Cat Canyon Revitalization Plan Project – Noise Study, SCS Tracer Environmental
- Paso Vista Report Project – Air Quality and Greenhouse Gas Emissions Study, City of Paso Robles
- Hollister Avenue State Street Improvements Project – Air Quality, Greenhouse Gas Emissions, and Water Quality Technical Memoranda, California Department of Transportation (District 5)
- Clark Avenue at Highway 101 Northbound Interchange Improvements Project – Visual Impact Assessment, California Department of Transportation (District 5)



Exhibit "B"

Compensation

Consultant Service Agreement between City of Reedley
and Rincon Consultants, Inc.

**Rincon Consultants, Inc.**

7080 North Whitney Avenue
Suite 101
Fresno, California 93720

559 721 6063 OFFICE

info@rinconconsultants.com
www.rinconconsultants.com

August 21, 2018
Project Number 18-06295

Rob Terry, Community Development Director
City of Reedley
1733 9th Street
Reedley, CA 93654

Subject: Proposed Fees for On-Call Environmental Services

Dear Mr. Terry:

Rincon Consultants is pleased to submit our proposed table of fees for this contract. Our understanding is that upon receipt of an individual project assignment from the City, Rincon will prepare a project environmental services cost estimate for review by City staff. Upon finalizing negotiation of the individual project cost, the project applicant would provide the City a deposit to cover Rincon's costs as well as the City's cost for processing the application. Below is a draft table indicating fees for different project types.

Environmental Analysis	Fee for Initial Activity	Hourly Rate for Follow-up Activities (if applicable)
Categorical Exemption (CE)	Consultant Negotiated Estimate plus 10%	Varies per Personnel: See Standard Fee Schedule
Initial Study (IS)	Consultant Negotiated Estimate plus 10%	Varies per Personnel: See Standard Fee Schedule
Negative Declaration (ND)	Consultant Negotiated Estimate plus 15%	Varies per Personnel: See Standard Fee Schedule
Mitigated Negative Declaration (MND)	Consultant Negotiated Estimate plus 20%	Varies per Personnel: See Standard Fee Schedule
Environmental Impact Report (EIR)	Consultant Negotiated Estimate plus 20%	Varies per Personnel: See Standard Fee Schedule
National Environmental Protection Analysis (NEPA) Document	Consultant Negotiated Estimate plus 10%	Varies per Personnel: See Standard Fee Schedule

Thank you for considering Rincon for this assignment. We look forward to working with the City.

Sincerely,
RINCON CONSULTANTS, INC.

Eric VonBerg, MRP
Senior Project Manager

Richard Daulton, MURP
Vice President / Principal



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical & Support Personnel*	Hourly Rate
Principal II / Director II	\$235
Principal / Director I	\$215
Senior Supervisor II	\$200
Supervisor I	\$190
Senior Professional II	\$170
Senior Professional I	\$156
Professional IV	\$140
Professional III	\$125
Professional II	\$112
Professional I	\$100
Associate III	\$92
Associate II	\$86
Associate I	\$80
Project Assistant	\$75
Senior GIS Specialist	\$136
GIS/CADD Specialist II	\$120
GIS/CADD Specialist I	\$108
Technical Editor	\$110
Production Specialist	\$86
Clerical	\$75

*Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Direct Costs	Rate
Photocopies – Black and White	\$0.20 (single sided) & \$0.36 (double sided)
Photocopies – Color	\$1.50 (single sided) & \$3.20 (double sided)
Photocopies – 11 x 17	\$0.80 (B & W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Reproduction: CDs	\$10 / disc
Light duty /Passenger Vehicles**	\$85/day
4-WD/Off-Road Vehicles**	\$135/day

** \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other Direct Costs

Other direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Other direct costs associated with completing a project that are not included in the hourly billing rates described above may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges, etc.



RINCON CONSULTANTS, INC.

Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Natural Resources Field Equipment	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$150
Remote Field Package: (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$55
Large Block Nets	\$100
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
Water & Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$150
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (26 ft. Radon or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	\$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	\$1.25 X hourly
Level C Health and Safety	\$60 person

Exhibit "C"

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Reedley and Rincon Consultants, Inc.

Minimum Scope of Insurance

Without limiting Consultant's indemnification of the City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of this Agreement, and shall require any subconsultants to obtain and maintain, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

- (a) Workers' Compensation. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)).
- (b) General Liability. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, or equivalent, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- (c) Automobile Liability. If Consultant (or subconsultants) utilizes automobiles in the performance of services under this agreement, Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.
- (d) Professional Liability (Errors & Omissions). Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) Per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than one year after completion of the Services required by this Agreement.

- (e) Proof of Insurance. Consultant shall provide to City, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (f) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.
- (g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Cities to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Cities, nor does it waive any rights hereunder.
- (h) Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- (i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.
- (j) Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.
- (k) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.