



CITY OF CAMARILLO

PROFESSIONAL SERVICES AGREEMENT

With

Rincon Consultants for Preparation of the

Safety Element Update and Climate Action Plan

Including CEQA Analysis

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of March 9, 2022 ("Effective Date"), and is between the City of Camarillo, a California municipal corporation and general law city ("City") and Rincon Consultants, Inc., a California Corporation ("Consultant").

Section 1. Term of Agreement.

Subject to the provisions of Section 20 (Termination of Agreement), the term of this Agreement will be for a period commencing on the Effective Date and is anticipated to be complete by December 2023.

Section 2. Scope and Performance of Services.

- 2.1 Consultant agrees to perform the services set forth in Exhibit A (Scope of Services), which is made a part of this Agreement.
- 2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- 2.3 Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B (Key Personnel & Compensation), which is made a part of this Agreement.
- 2.4 Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- 2.5 Consultant must obtain City's prior written approval before utilizing any subconsultants to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- 2.6 Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- 2.7 City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- 2.8 The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

Section 3. Additional Services and Changes in Services.

- 3.1** Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- 3.2** If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3** City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties.

Section 4. Familiarity with Services and Site.

- 4.1** By executing this Agreement, Consultant represents that Consultant:
- (a) has thoroughly investigated and considered the Scope of Services to be performed;
 - (b) has carefully considered how the services should be performed;
 - (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- 4.2** If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

Section 5. Compensation and Payment.

- 5.1** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Key Personnel & Compensation). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.
- 5.2** The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.
- 5.3** Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs,

subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.

- 5.4** City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission.
- 5.5** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.
- 5.6** Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment.
- 5.7** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

Section 6. Required Documentation Prior to Performance.

- 6.1** Consultant may not perform any services under this Agreement until:
 - (a) Consultant furnishes proof of insurance as required under Exhibit C;
 - (b) Consultant provides City with a Taxpayer Identification Number;
 - (c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and
 - (d) City gives Consultant a written notice to proceed.
- 6.2** The City will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Time of Performance; Excusable Delays; Extensions.

- 7.1** Consultant must adhere to all schedules and deadlines set forth in this Agreement.
- 7.2** Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 7.3** If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

Section 8. Cooperation by City.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Section 9. Project Documents.

- 9.1** All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.
- 9.2** Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

Section 10. Confidential Information; Release of Information.

- 10.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- 10.2** Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- 10.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.
- 10.4** Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be

present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

- 10.5** All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

Section 11. Consultant's Books and Records.

- 11.1** Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.
- 11.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 11.3** Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 12. Status of Consultant.

- 12.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- 12.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.

- 12.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

- 13.1 In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.
- 13.2 Professional Licenses and Approvals.** Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.
- 13.3 Employment Laws.** Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

Section 14. Unauthorized Aliens.

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 and following), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against City for the use of unauthorized aliens, Consultant agrees to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

Section 15. Conflicts of Interest.

- 15.1** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 and following), and California Government Code section 1090.
- 15.2** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.

- 15.3** If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may direct to remedy the conflict.
- 15.4** City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.

Section 16. Indemnification.

- 16.1** Consultant agrees that it will, to the fullest extent permitted by law, defend, indemnify, and hold harmless City from all Services Claims and Operations Claims (each defined below) related to the performance by Consultant of this Agreement as provided in this section. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to defend, indemnify, and hold harmless City as set forth in this section.
- 16.2** For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontractors and any other persons for whom Consultant is legally responsible.
- 16.3** With respect to the performance of professional services under this Agreement where the law establishes a professional standard of care for such services, Consultant agrees to indemnify, and hold harmless City from and against all liabilities, damages, losses, and costs, including but not limited to reimbursement of reasonable attorney's fees and all other costs of defense, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant (collectively, "**Services Claims**").
- 16.4** With respect to the acts and operations of Consultant under this Agreement other than the performance of professional services, Consultant agrees to defend, indemnify, and hold harmless City from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees and all other costs of defense, to the extent caused, in whole or in part, by the negligence, recklessness, or willful misconduct of Consultant, and excepting only those claims, damages, liabilities, losses, and costs caused by City's sole negligence or willful misconduct (collectively, "**Operations Claims**").
- 16.5** Consultant must notify City within five days of receipt of notice of any Operations Claims or Services Claims made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.6** Consultant's duty to defend Operations Claims is a separate and distinct obligation from Consultant's duty to indemnify City for any Operations Claims. With respect to Operations Claims, Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by City, immediately upon tender to Consultant of an Operations Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Operations Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals.

- 16.7** Consultant agrees that settlement of any Operations or Services Claim against City requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Agreement.
- 16.8** The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.
- 16.9** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights under this Agreement.
- 16.10** The parties acknowledge and agree that design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code section 2782.8, which allows for claims only to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional, and also places limitations on the costs of defense that may be charged to a design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code. The parties further acknowledge and agree that the provisions of this Section 16 are to be interpreted and applied to the fullest extent permitted by Civil Code section 2782.8.
- 16.11** The provisions of this section will survive the expiration or earlier termination of this Agreement in accordance with the applicable provisions of Exhibit C (Insurance).

Section 17. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C (Insurance), which is made a part of this Agreement. All insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or City Attorney.

Section 18. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 19. Default; Limitations on Liability.

- 19.1** In the event that Consultant is in default under the terms of this Agreement, City will have

no obligation or duty to continue compensating Consultant for any services performed after City provides written notice to Consultant of such default.

- 19.2** Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3** City's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

Section 20. Termination of Agreement.

- 20.1** City may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant must cease immediately all work and services in progress.
- 20.2** Consultant may terminate this Agreement at any time upon 30 days' prior written notice of termination to City.
- 20.3** Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.
- 20.4** Consultant acknowledges City's rights to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from City's termination of this Agreement.

Section 21. Notices.

- 21.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To City:

City of Camarillo
601 Carmen Drive
Camarillo, California 93010

Attention: Joseph R. Vacca, Director

Tel. (805) 388-5362
e-mail: jvacca@cityofcamarillo.org

To Consultant:

Rincon Consultants
180 North Ashwood Avenue
Ventura, California 93003

Attention: Erik Feldman, Principal

Tel. (805) 644-4455
e-mail: efeldman@rinconconsultants.com

- 21.2** Notice will be deemed effective on the date personally delivered or electronically transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 21.3** Any party may change its notice information by giving notice to the other party in

compliance with this section.

Section 22. General Provisions.

- 22.1 Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.
- 22.2 Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and City prior to the execution of this Agreement.
- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Electronic Signatures; Counterparts.** This Agreement and any amendment will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature. This Agreement may be executed in multiple counterparts.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
- 22.9 Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Ventura.

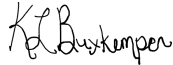
THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

CITY OF CAMARILLO



Greg Ramirez, City Manager

ATTEST:



Kristy Buxkemper, City Clerk

CONSULTANT:

Rincon Consultants, Inc., a California Corporation

By Erik Feldman

Name: Erik Feldman

Title: Principal

CONSULTANT:

Rincon Consultants, Inc., a California Corporation

By Jennifer Haddow

Name: Jennifer Haddow

Title: Principal, Vice President

Camarillo Business Tax Certificate No. 040224 / Expiration Date 7/31/2022

EXHIBIT A

SCOPE OF SERVICES

[Attached]



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003

805 644 4455

info@rinconconsultants.com
www.rinconconsultants.com

February 23, 2022
Project No: 21-12057

Attn: Mr. Joseph R. Vacca, AICP
Director of Community Development
City of Camarillo
601 Carmen Drive
Camarillo, California 93010
Via email: jvacca@cityofcamarillo.org

Subject: Proposal to Prepare the City of Camarillo Climate Action Plan and Safety Element Update

Dear Mr. Vacca:

Rincon Consultants, Inc. (Rincon) is excited to submit this revised proposal to support the City of Camarillo update the Safety Element and prepare a Climate Action Plan (CAP) and the combined California Environmental Quality Act (CEQA) documentation. Synchronistic completion of the comprehensive plans by the Rincon team would provide a holistic and efficient approach to climate, adaptation, and safety planning that builds on the successes of the community and provides for significant time and cost savings. Rincon has extensive experience developing CAPs, Safety Elements consistent with recent regulatory requirements, and providing community outreach. Additionally, we have been providing environmental and planning services to and in Camarillo over the past 20 years, including our most recent work on the Housing Element. Located less than 15 miles from the City of Camarillo, Rincon is a California "S" Corporation with our office headquarters at 180 North Ashwood Avenue in the City of Ventura.

Leading the Rincon team is Principal-in-Charge Erik Feldman, LEED-AP. Mr. Feldman, a Ventura County native, currently guides the completion and provides technical and strategic oversight for CAPs and Safety Elements throughout the state, including recently for Santa Barbara and Burbank, and Sacramento. Hannah Mize, also a Ventura County native and California State University, Channel Islands alumna, will serve as the CAP Project Manager. Ms. Mize has extensive regional CAP experience, which includes management and development of CAPs for the cities of South Pasadena, Burbank, and Walnut. Ms. Lexi Journey will serve as the Project Manager for the Safety Element Update. Ms. Journey has overseen the adoption of Safety Element Updates across the state. Recent Safety Elements Updates include cities of Burbank, Port Hueneme, Rolling Hills, Palmdale, and Thousand Oaks. Ms. Journey is also well versed in aligning multiple plans, having successfully led the update to the Port Hueneme General Plan, which included a CAP, Safety Element update, Local Coastal Plan, and Housing Element update.

This proposed scope of work for the CAP, Safety Element, and CEQA documentation provides significant efficiencies that will lead to cost savings outlined in this proposal and ensure a more comprehensive process and defensible products. The following are the major overarching tasks, and the Scope of Work describes each task and subtask in more detail.



- Task 1 Virtual Kick-off Meeting¹– Rincon would host a streamlined and efficient kick-off meeting with the CAP and Safety Element Update Project Managers, as well as Rincon’s Principal-in-Charge of the comprehensive effort, to coordinate the effort for both projects from initiation, and reduce duplicative costs
- Task 2 Community Outreach and Engagement¹ – Rincon would integrate an efficient community outreach program for both the CAP and Safety Element Update to meet people where they are and prevent meeting fatigue and increase participation; we believe that it is a best practice to engage with the community and stakeholders early and at key points in the planning process and ensure that and the community’s values and perspectives are integrated into the CAP and Safety Element Update
- Task 3 Climate Action Plan – Rincon would leverage best practices developed through the completing over 40 CAPs to develop a custom CAP with specific and implementable actions for GHG reduction and climate resilience, GHG-reduction targets that are consistent with state goals, transparent and consistent methodologies, and substantial evidence for GHG reductions identified in the plan
- Task 4 Safety Element Update – Rincon would develop a Safety Element Update that includes updated background information, hazard maps, and regulatory context for: soils, seismic and other geologic hazards, flood hazards, fire hazards, hazardous materials and waste, aircraft hazards, and emergency response; additionally, brief summaries regarding evacuation, wildfire risk and climate change will be included as required by recent state regulations
- Task 5 Combined CAP and Safety Element CEQA Assessment¹ and Streamlining/Thresholds – Rincon would combine CEQA analysis for both the CAP and Safety Element which would result in one concise document and significantly reduces the costs associated with this task
- Task 6 Project Management¹ – Rincon would provide comprehensive and efficient project management services to keep the city informed and guide to the success of the combined efforts

We’ve also included two optional tasks that involve additional best practices such as the development of a Financing Plan and utilizing Rincon’s CAPDash tool, an implementation and monitoring dashboard. In total, the anticipated cost for the combined CAP and Safety Element, excluding the two optional tasks, would be \$248,549 and includes an identified cost savings of \$26,923. We appreciate your consideration of Rincon for this assignment. We believe Rincon’s team will provide the City with the expertise to complete both initiatives and provide the City with cost efficiencies while developing a comprehensive program for the community. If you have any questions regarding this proposal, please contact Hannah Mize or Lexi Journey at (805) 644-4455. Thank you for the opportunity to assist with this assignment.

Sincerely,

Rincon Consultants, Inc.

Hannah Mize
Sustainability Project Manager

Lexi Journey
Senior Planner

Erik Feldman, MS, LEED AP
Principal

¹ Cost savings have been identified and are detailed in the attached Cost Table.



Scope of Work

The following section describes the combined scope of work for the CAP and Safety Element Update and provides specific detail on combined efficiencies associated with the proposed project.

Task 1 Virtual Kick-off Meeting²

Rincon will work with City staff to organize a virtual kick-off meeting with the City's Project Team to discuss project goals and objectives. Discussing the CAP and the Safety Element Update during one consolidated virtual kick-off meeting allows the Rincon team to coordinate the effort for the CAP and Safety Element Update from initiation and reduce costs. The kick-off meeting will provide an opportunity to refine the scope of work and proposed schedule, as well as identify existing documents (e.g., Camarillo General Plan), policies, and key stakeholder groups (e.g., Pleasant Valley Recreation and Park District (PVRPD), Naval Base Ventura County (NBVC), Camarillo Airport, Ventura County Transportation Authority (VCTC), Ventura County Fire Department, Ventura County Sheriff's Department, Cal Fire, the County of Ventura, the Ventura Council of Governments (VCOG), Pleasant Valley School District, Oxnard Union High School District, all utility providers, and local tribes). The scope and schedule for related planning efforts will be discussed, particularly the ongoing updates to the City's Emergency Operations Plan and the Ventura County Hazard Mitigation Plan (VCHMP). To inform the Community Outreach and Engagement Plan (see Task 2.1) Rincon will ask a series of questions to City staff, including the Community Relations Officer, regarding lessons learned for past engagement efforts. Goals for the engagement efforts will also be defined. This meeting will also serve to establish the project management procedures, including invoicing terms and communication protocols. Following the kick-off meeting, the Rincon team will provide an adjusted schedule, if necessary, as well as final list of existing applicable documents, data, and policies for City review and confirmation.

Rincon may utilize an online collaborative tool (such as Mural) to help guide the team through a Project Work Plan brainstorming session and to collect each team member's ideas for the project. We have found these tools effective for discussions around timelines, scopes, gathering multiple ideas, and framing discussions because it allows for real-time input in a setting that is more comfortable for everyone to voice their opinion, especially in a virtual setting. So far, we have used the mural tool for kick-off meetings, check-in meetings, stakeholder workshops, and education sessions.

ASSUMPTIONS

- Rincon will host a (one-hour) virtual kick-off meeting.
- Rincon's Principal-in-Charge and Project Managers for the CAP and Safety Element Update will attend the meeting.

DELIVERABLES

- Kick-off Meeting Agenda and Minutes
- Final list of Existing Documents/Data/ Policies to review
- Mural session and notes

² Identified cost savings associated with combining the kick-off meeting for the CAP and Safety Element Update would be \$540.



Task 2 Community Outreach and Engagement³

Based on our conversations with City staff regarding past engagement and results of a recent survey we have developed an efficient engagement process to inform and solicit feedback from the community and avoid community engagement fatigue. The City of Camarillo is diverse with a population of approximately 69,888 people, 25 percent of which speak a language other than English at home, according to the United States Census Bureau.⁴ Therefore, it is especially critical to establish a Community Engagement Strategy that includes representation from the variety of voices in the community. All community outreach materials (e.g., flyers/handouts) will be prepared in both English and Spanish (Spanish translation not certified), as requested in the RFP. Flyers/handouts will be designed to be visually attractive and easy for a variety of audience members to interpret. The flyers/handouts will be provided to the community to communicate important information throughout the process, such as the emissions inventory or results of the vulnerability assessment and details on upcoming events and/or links to the website for more information. For example, they may include infographics, charts or graphs with clear keys, and detailed information for residents and businesses for how to get involved further with QR codes/links to more information, which would be available on the City's website. Rincon's graphic designer will work with the City's Public Information Officer and the City's design preferences to ensure all of the project branding is appealing, modern, and consistent with other City initiatives. Completing outreach and engagement for the CAP and Safety Element Update simultaneously will provide a foundation for holistic planning and integration of consistent community and stakeholder feedback into the future planning documents. This will also help prevent meeting fatigue and encourage discussions on climate mitigation and climate adaptation simultaneously.

Stakeholders anticipated to be engaged in the process include: PVRPD, NBVC, Camarillo Airport, VCTC, Ventura County Fire Department, Ventura County Sheriff's Department, Cal Fire, the County of Ventura, the VCOG, Pleasant Valley School District, Oxnard Union High School District, all utility providers, and local tribes.

Task 2.1 Community Outreach and Engagement Plan

As a result of our recent work on Camarillo's Housing Element update and updating CAPs and Safety Element for other cities, Rincon understands that public engagement will be critical for the success of the CAP. Rincon will kick-off the community engagement effort by developing a Community Outreach and Engagement Plan that establishes effective methods to gain informed and meaningful input from a broad and diverse range of groups and populations in Camarillo. The Community and Outreach Engagement Plan will be shaped by the input from the Community Relations Officer at the kick-off meeting (per Task 1). Community engagement will focus on the community at-large, directly affected stakeholders including property owners, businesses, residents and interest groups, civic decision-makers, disenfranchised communities, and disadvantaged communities.

The engagement effort will be designed to effectively build collaborative interest, identify common values and goals in the project direction given the diverse group of local stakeholders, and to bring new participants into the conversation. To best accomplish this, our team will include several engagement methods as a part of the Community Engagement Plan, as presented in more detail below in Tasks 2.2 – 2.5. These will include community workshops (in-person and virtual) and pop-up events, online

³ The cost savings associated with combining community outreach and engagement for the CAP and Safety Element Update would be \$2,816.



community surveys, stakeholder group interviews, study sessions and City Council and Planning Commission hearings. The Community Outreach and Engagement Plan will clearly identify consultant and City roles for all related engagement and notification activities and the project timeline. It will also include a description of relevant socioeconomic characteristics of the Camarillo community to best inform notification and engagement methods.

Our goal is to design the community outreach to engage the public and community leaders in a fun and interactive way that will create a common vision and facilitate informed input into the CAP and Safety Element Update process.

Task 2.2 Community Pop-Up and Workshop

Through our experience leading a wide variety of community engagement events we have found significant value from community pop-ups at popular destinations or community events, which allows us to essentially meet people where they are in the community. Camarillo has many popular community events throughout the year for residents, businesses, and visitors to gather and celebrate the City's traditions and diversity. Rincon will provide the City with materials to host pop-up booths at these community events to bring the CAP and Safety Element into the community and capture input from a larger and more diverse audience. These will include a survey, a one-page educational material, and a contact-list sign-up form. Rincon will provide the digital version of these materials for the City to print and distribute. The project booth and materials at these events can be a good tool to foster project interest, provide project information and background, facilitate quick and engaging interactive exercises, and collect contact information for interested residents.

Camarillo has many popular community events where community pop-up events could be hosted, including the Farmer's Market; Camarillo Air Show; Taste of Camarillo Wine, Brew, And Food Festival; Studio Channel Islands: Open Art Studio Tours; Pleasant Valley Recreation & Park District events [e.g., Summer Concert Series]; Ventura County Greek Festival, and much more!

Rincon will prepare all necessary materials (e.g., flyers/handouts) in both English and Spanish (Spanish translation is not certified) and staff the pop-up booth. The project survey (see Task 2.3 below) will be advertised at the pop-up booth to broaden participation and may be included in a QR code so people have a contactless way to access the information if they are quickly passing and provide results at a time that is most convenient for them.

This pathway invites all community members to have an equitable seat at the table, which ensures that all voices will be heard and that the CAP and Safety Element will ultimately be implementable in the long-term. If desired, Rincon can provide additional materials and training to City staff for hosting additional pop-ups of their choosing, on a time and materials basis in accordance with our standard fee schedule (attached). For this task, we have assumed City staff will coordinate with the community event organizer to reserve a booth, pay applicable fees, and other logistical needs, such as printing any materials for in-person engagement events, while Rincon would draft and finalize any handouts/flyers.

Rincon will also assist City staff in preparing for and conducting three community workshop (two in person and one virtual) to discuss the CAP and Safety Element. Rincon will prepare all materials for the workshop and serve as the workshop facilitator. All exhibits and materials will be provided in English and Spanish and would be provided to the City in an electronic form to post on the City's website. Our Team is experienced in creating innovative, COVID-compliant outreach strategies that meet the needs of each specific community.



Task 2.3 Community Input Survey

We have also found community surveys to be a valuable engagement tool and recommend using it as part of this program. Rincon will develop a community survey (using City's survey platform) to capture qualitative input on the values, goals, and issues to shape the CAP and Safety Element. The survey would be streamlined to include questions related to both the CAP and Safety Element efforts in order to reduce cost and eliminate community survey fatigue. Both Spanish and English versions will be provided. As mentioned above, the survey will be facilitated at the community pop-up events and will also be posted on the City's CAP and Safety Element website. The survey link would be shared on Camarillo's social media pages to increase response and also distributed by the City via existing list serves. Up to ten questions are anticipated to be developed for the survey and following its closing an accompanying summary report will be created with numerical breakdown of responses, charts and graphs, and narrative descriptions of the qualitative results.

Task 2.4 Stakeholder Interviews

Rincon will conduct up to four small group interviews lasting up to one hour each to discuss the CAP and Safety Element with local organizations, groups, and stakeholders. Representatives and advocates of hard-to-reach and disadvantaged populations will be invited to participate to facilitate a broader representation of Camarillo residents. These interviews will be conducted at a conveniently located venue that the City would arrange in advance. Groups will be organized to discuss topics pertinent to their experience and expertise. It is assumed the City will prepare and send invitations, coordinate scheduling, secure meeting rooms, and provide any necessary refreshments. Rincon will lead the interview process and provide a brief summary memorandum to the City upon completion of the interviews summarizing the feedback. The stakeholder interview task is a critical step in gaining a candid understanding of conditions and issues from a variety of perspectives. These meetings will also create or strengthen the relationship between the City and the community, which will prove to be a valuable asset as the update progresses and after the projects are completed for implementation.

Task 2.5 Public Hearings

As part of this scope of work, up to two staff members from the Rincon team will attend and participate in up to two Planning Commission meetings and two City Council hearings to review the Draft CAP and Safety Element and adopt the Final CAP and Safety Element. This scope of work assumes that City staff will be responsible for preparing the agenda and staff report. Rincon will provide a draft and final PowerPoint presentation to the City CAP/Safety Element team in advance of the hearing and will present the information to the Planning Commission or City Council during the hearing, as well as address questions that come up during a question-and-answer session.

ASSUMPTIONS

- Rincon will prepare handouts/flyers for each community engagement event included in this scope of work in either word or InDesign.
- The City is responsible for preparing noticing materials, including social media posts, email blasts, project website updates, mailers, and newsletters, for all engagement events that will utilize content Rincon develops for education and engagement materials.
- The City will print materials for all in-person engagement events.



- The City will secure the pop-up booth, coordinating directly with the venue and community organizers, and paying applicable fees.
- The City will send invitations, coordinate scheduling, secure meeting rooms, and provide any necessary refreshments for stakeholder interviews.
- Rincon will attend and present at up to two community workshop, one virtual workshop, four two Planning Commission meetings and two City Council Hearings, and four stakeholder interviews.
- One hour per staff person has been budgeted for each focus group interview, three staff hours have been budgeted for each public hearing, and four hours has been budgeted for each community pop-up/workshop. Time has also been included to provide materials in advance and event summaries afterwards, including completing the high-level of review for each deliverable, as outlined in Task 6. Additional time required to attend meetings will be billed on a time and materials basis in accordance with our standard fee schedule, attached.
- Rincon has budgeted 10 hours for translation of materials (e.g., flyers/handouts, one PowerPoint presentation [15 slides], and community survey) for the community engagement events to be translated into Spanish from English.

DELIVERABLES

- Pop-up booth materials for up to one community event/popup
- Materials and presentations for up to three Community Workshop, including PowerPoint presentations and exhibits/handouts (two in-person and one virtual)
- Flyers/handouts for each event, as appropriate, including handouts translated to Spanish
- Community survey and summary report
- Meeting summary outlining comments received for each meeting

Task 3 Climate Action Plan (CAP)

The following section summarizes the costs associated with the work required to complete the City's CAP.

Task 3.1 Inventory Reconciliation

As part of the process to develop this proposed scope of work, Rincon completed a preliminary peer review on the inventories completed for the City in 2010 - 2012. Based on our review, it appears that the emissions from on-road transportation may not be calculated in accordance with the current protocols and state guidance. For example, the emissions inventories completed for 2010 - 2012 used data from CARB's Emission FACTor (EMFAC) tool and data on maintained miles in the County to estimate the emissions generated by vehicles travelled on City roads. Emissions from United States 101 are calculated at the County level, and not attributed to the various jurisdictions within the County. The current best practice includes the use of a local travel demand model to calculate vehicle miles traveled (VMT) and to follow the origin-destination methodology to appropriately assign VMT into the correct jurisdictions.

Based on our experience developing CAPs for cities and counties across California, we have found that inconsistent methodologies can lead to significant future issues in accurately tracking progress in implementing a CAP and proving progress with GHG reduction. Therefore, we believe it is a best practice to correct those inconsistencies prior to developing a CAP. Therefore, we propose to correct



the previous VMT issues utilizing the Ventura County Transportation Model (VCTM) to calculate VMT within the city utilizing the origin destination methodology and align the previous inventories with current state guidance. To access the VCTM data and complete the modeling component of this task, Rincon has teamed with Fehr and Peers, a leading traffic engineering firm that has extensive experience calculating VMT for CAPs.

Specifically, the Rincon team proposes to complete a robust review and recalculation of on-road transportation emissions for 2010 - 2012 to establish updated emissions inventories which will be comparable to the inventory proposed in Task 3.2.2. As part of this task, Fehr & Peers would use information from VCTM to obtain VMT data for 2010 – 2012. In addition to updating the on-road transportation calculation, the Rincon team also recommends updating the off-road transportation emissions because the model has been updated and includes a new database that provides a more refined and accurate estimate of off-road emissions in each jurisdiction. During the inventory reconciliation process, Rincon will complete a more robust review on each of the sectors to determine if any additional calculations need to be updated. If additional calculations need to be updated, Rincon will notify the City immediately and will complete any further updates upon authorization on a time and materials basis, in accordance with our standard fee schedule (attached).

ASSUMPTIONS

- Based on our preliminary review of the previous emissions inventories, only the on- and off-road transportation emissions calculations need to be updated in order to ensure a consistent inventory between the baseline emissions and the current emissions levels.
- All applicable data from previous inventories will be provided to Rincon by the City.
- Rincon will specifically review the calculations used to quantify the emissions and assumes that all data provided is accurate and has already been vetted, reviewed, and approved by the City.

DELIVERABLES

- Updated Inventory Calculation Spreadsheet (Excel)
- Draft and Final On- and Off-Road Transportation Emissions Update Memo (Word and PDF)

Task 3.2 Develop Updated Inventory of GHG Emissions

Current GHG inventories provide important information about the municipal and community's emissions sources and can help the City identify which actions, or emissions sectors have been most effective at reducing local emissions and which sectors need to be emphasized in the CAP. During this task, Rincon will calculate a current GHG inventory, assumed to be for 2019 emissions. Rincon suggests using the 2019 data year for the inventory update due to the impacts of the coronavirus disease (COVID-19) in 2020 and 2021 which will likely be outliers in most jurisdictions' GHG emissions inventories. However, the data year will be dependent on the availability of both community and municipal data and will be identified with the City during the kick-off meeting (Task 1).

We propose to work with the City to facilitate collection of the community and municipal activity data (see Task 3.2.1, Data Collection, for more information on the data collection process). We anticipate the GHG inventory will be developed following state recommended methods utilizing accounting protocols recommended by agencies such as Local Governments for Sustainability (ICLEI), the California Air Resources Board (CARB), the Association of Environmental Professionals (AEP), the California Attorney



General's Office, the Ventura County Air Pollution Control District (VCAPCD), and the State Office of Planning and Research General Plan Guidelines (see Task 3.3, Emission Calculations and Memorandum, for more information).

Task 3.2.1 Data Collection

In our experience, the data collection process can take the greatest amount of time because data comes from multiple sources such as the various utility providers and City departments. Therefore, to streamline the data collection process and reduce any delays, Rincon has developed tailored data request documents and tracking mechanisms. The draft data request will be developed prior to the kick-off meeting (Task 1) and refined, once the Rincon team has confirmed the preferred approach. The data request will include a summary of the data set that is needed and specific points of contact to retrieve the data.

For the community inventory, it is anticipated that the primary data sources will include the following:

- Southern California Edison (SCE) for electricity and
- Southern California Gas (SCG) for natural gas usage
- Camarillo Water Division of the Public Works Department will provide water usage data
- Waste data will be retrieved by Rincon from CalRecycle
- Traffic data (specifically on-road transportation-related community vehicle miles traveled [VMT]) will be provided by Fehr & Peers via VCTC's the VTCM for the baseline/existing VMT, future VMT, and VMT for interim years based on straight-line growth interpolation.

Fehr & Peers will calculate VMT data using the origin/destination methodology that tracks all trips to/from the City of Camarillo and will disaggregate the VMT data to distinguish between trips located entirely within the City of Camarillo and trips with either an origin or destination outside the City and will exclude pass-through trips. Trips with both an origin and a destination entirely within the City will be considered 100% attributable to the City while trips with either an origin or a destination within the City (but not both) will be 50% attributable to the City. The VMT data will be provided for both passenger vehicles and trucks. Fehr & Peers will provide tables summarizing the VMT data and will provide a brief description on the methodology used to calculate the VMT.

Similar to the community inventory, data for the municipal inventory will be supplied by SCE and SCG for electricity and natural gas usage and the City's Water Division of the Public Works Department for water usage data. Additionally, it is anticipated that waste, vehicle fleet data, transit fleet, and employee commute information will be available from the Public Works Department. If employee commute data isn't currently tracked Rincon can provide the City with a survey to collect this data.

Task 3.2.2 Emission Calculations and Memorandum

Consistent with the Local Government Operations Protocol (LGO Protocol), we assume that the municipal inventory will account for GHG emissions associated with electricity, natural gas, and other fuel usage in/for City buildings and facilities; gasoline, diesel, and compressed natural gas (CNG) fuel used in City fleet vehicles and equipment; municipal solid waste; water delivery and wastewater management; employee commute; and other applicable sectors. Consistent with the Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (U.S. Community Protocol), the community-wide GHG emissions inventory will account for GHG emissions resulting from residential and



non-residential energy usage; VMT; off-road equipment; water usage; community-generated wastewater; and community-generated solid waste. Rincon also understands that the City of Camarillo has an active agricultural industry. Per recommendations in the 2017 Scoping Plan and General Plan Guidelines, Chapter 8, Rincon will ensure that those sources that are within the City's jurisdiction will be included in the inventory and target setting process (See Task 3.4 for more information on the target setting task).

Rincon has developed a comprehensive GHG calculation tool to accurately and transparently calculate GHG emissions and are prepared to provide this tool to the City free of cost. However, we understand that some cities have preferences in the type of calculation tool that is used for the GHG inventory. Rincon has developed GHG inventories utilizing a variety of tools such as the California SEEC ClearPath California tool developed by ICLEI and can use these tools as required by the City. Therefore, selection of the appropriate tool for use in this work program will be coordinated with the City during the kick-off meeting. Once all emissions are calculated, Rincon will prepare a draft document summarizing the results in text, tables, and graphic form to clearly demonstrate the City's current emissions.

Task 3.2.3 Emissions Forecasts for 2030, 2035, 2040, and 2045

To understand how GHG emissions in the City will likely change over time and identify GHG reduction gap the city will be responsible for, we will develop two GHG forecasts, a business as usual (BAU) and adjusted forecast. The BAU forecasts will be based on existing conditions plus projected growth consistent with the Housing Element EIR population and SCAG employment forecasts, and not account for future regulatory changes. Following calculation of the BAU forecasts, the Rincon team will also calculate an adjusted forecast, which will take into account foreseeable regulatory changes affecting GHG emissions (e.g., Low Carbon Fuel Standard, Pavley Clean Car Standards, SB 100 renewables portfolio standard, Title 24, and various General Plan Elements, as applicable). This will provide a more accurate picture of future emissions growth and the quantity of GHG emissions that the City will be responsible for reducing to meet GHG reduction targets. The adjusted and BAU forecast model will be used to conduct a gap analysis after targets are set. The forecasts will allow Rincon to determine the GHG reductions required for the City to meet their goals for the years listed above.

The Rincon team will also provide a forecast of future emissions showing the reductions achieved through full implementation of the CAP measures in 2030, 2035, 2040, and 2045. State guidance indicates that cities should develop CAP measures to achieve the 2030 targets in line with the state's goals. Additionally, the CAP will demonstrate incremental progress towards reaching the long-term goal of carbon neutrality because the CAP will provide evidence-based actions the City can take towards eventually attaining this target. However, it will also illustrate that reaching carbon neutrality will require significant additional effort and support from the state and federal governments and may require technologies that are not yet available.⁵ Rincon will provide the City with a combined draft inventory and forecast document for review and make revisions within five working days upon receipt of one consolidated set of comments.

ASSUMPTIONS

- Rincon will calculate a current (e.g., 2019) emissions inventory.

⁵ AEP. October 18, 2016. Final White Paper Beyond 2020 and Newhall. https://califaep.org/docs/AEP-2016_Final_White_Paper.pdf



- The current baseline emissions inventory year will be determined through consultation with the City based on available and reliable data.
- Population based growth factors are anticipated to be in alignment with the General Plan Housing Element EIR that was adopted on September 29, 2021, and employment-based growth factors are anticipated to use the most recently adopted SCAG Demographics and Growth Forecast.
- Rincon anticipates that the City Project Manager will be responsible for working with internal departments to retrieve the data requested in order to complete the current inventory.
- One of the monthly check-in meetings included in Task 6 may be used to invite additional Department Leads who are collecting data to address any specific questions or provide additional clarity.
- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).

DELIVERABLES

- Data request (PDF).
- Draft and Final GHG Emissions Inventory and Forecasts (Community and Municipal) in both PDF and Microsoft Word format.
- Inventory and Forecast Calculation Spreadsheet (Excel).
- Substantial Evidence Technical Appendix to the CAP demonstrating data sources and GHG inventory and forecast methodology (including assumptions and active links to sources, as well as explanation for use of assumptions) in both PDF and Microsoft Word format.

Task 3.3 Establish GHG Emission Reduction Targets

Rincon's approach to GHG emission reduction target setting is iterative, which is essential to identifying targets that are practical, defensible, and consistent with current state recommendations, including SB 32 and Executive Order B-55-18. For purposes of using the CAP as a CEQA streamlining tool, we recommend that the year 2030 target is, at a minimum, consistent with SB 32 (applying to all applicable emissions sources). Providing context for the City to meet the targets beyond 2030 is also important and will be informed by the outcome of the "adjusted forecast" and quantification of feasible GHG-reduction measures. Rincon also proposes to include targets associated with EO B-55-18 (carbon neutral by 2045) during the preliminary target analysis as the state is currently developing the 2022 Climate Change Scoping Plan to establish a pathway for the state to reach carbon neutrality by 2045.

ASSUMPTIONS

- Rincon anticipates that the targets will be consistent with current state recommendations, including SB 32 and Executive Order B-55-18.
- Rincon has budgeted for receipt of one set of consolidated comments on the Targets Memo. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).



DELIVERABLES

- Memorandum of GHG emission reduction targets (Word and PDF)

Task 3.4 Develop Policies and Strategies to Achieve the Reduction Targets and Increase Adaptive Capacity⁶

The Rincon team recognizes that there is a clear intersection between mitigating the impacts of climate change while simultaneously increasing our adaptive capacity and making our communities healthier, more resilient, and economically secure. Therefore, we have established a subset of tasks for this portion of the scope that will include establishing GHG emission reduction strategies (Task 3.5.1) that actively aim to reduce emissions within the City as well as climate adaptation strategies (Tasks 3.5.2 and 3.2.1) that aim to increase resilience to the anticipated impacts of climate change hazards. By combining the Safety Element and CAP we can streamline the climate adaptation measure development by build off of the work completed for the Vulnerability Analysis included in the Safety Element Update and can also integrate the policies and programs proposed in the Safety Element e in accordance with SB 379. This synchronistic development of the documents will result in a streamlined planning approach that is complementary and enhances each of the final deliverables. The identified cost savings are detailed in the attached cost table

Task 3.4.1 GHG Emission Strategies

Rincon has a broad range of expertise in GHG program, policy, and project development in the fields of carbon free electricity, building electrification, transportation decarbonization, zero waste, sequestration (including current knowledge of research and applied potentials of working lands management and urban forestry), and carbon neutral organizations. Once the GHG emission reduction targets have been established, the team will shift to developing specific actions that will allow the City to reach the established targets and build communitywide resilience to climate change. To support this process, Rincon has developed a suite of tools and assessment strategies to support what we have found to be the most critical portion of the work scope. These tools have been specifically designed to increase efficiency and transparency in the climate action planning process while reducing costs to the client. These tools are highly customizable, allowing for communities to develop and implement GHG reduction measures that best fit their needs. We propose to provide these tools to the city at no additional cost to inform and streamline the CAP measure development process.

As a first step of this task, Rincon will review and discuss the status of the City's Sustainability Best Practices Activities⁷ and the solar/storage microgrid feasibility study, approved by City Council in 2020,⁸ as well as any additional sustainability-related goals or policies to identify additional opportunities for measures that we can built-out based on the success of past initiatives. Rincon will then provide a newly established core suite of measures that are tied to the City's GHG emissions inventory and forecast. Examples of additional measures include:

- Electrify X% of vehicles by 2030 and Y% by 2045
- Divert X% of organic waste by from the landfill by 2030 and Y% by 2045

⁶ The cost savings associated with combining the Vulnerability Assessment and Adaptation Measures for the CAP and Safety Element Update would be \$3,504.

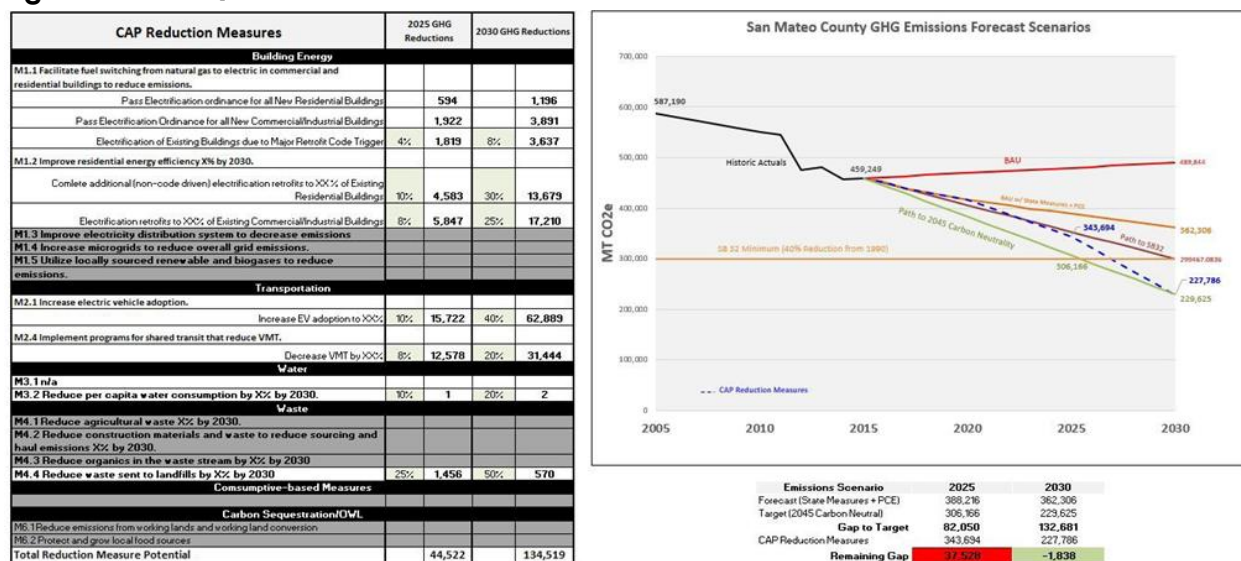
⁷ https://www.ca-ilg.org/sites/main/files/file-attachments/camarillo_bp_final_0.pdf?1567027440

⁸ https://www.cityofcamarillo.org/news_detail_T17_R256.php

- Electrify X% of existing buildings by 2030 and Y% by 2045

Once we review and refine the draft emissions reduction measures list to include the new suite of measures as well as previous measures that are currently progress, the Rincon team will present a final list to City staff and then the community and stakeholders for review and input. To further assess emission reduction measures and different approaches to reach carbon neutrality (aggressive, moderate, and conservative), Rincon will employ its SPARQ Tool, which makes the measure quantification process more transparent. The dashboard feature allows the City to change target metrics for each measure to see how these changes will affect community emissions and high-level costs based on various target trajectories over time. Using this tool has allowed Rincon and our current CAP clients to iteratively model various measures and reduction scenarios to confirm that reduction scenarios meet GHG targets in the most effective manner (see Figure 1). The custom SPARQ Tool has been proven to provide accurate data and streamline the strategy development process and has been developed by Rincon at no-cost to the City.

Figure 1 SPARQ Tool – Reduction Scenarios



Rincon will calculate the emission reduction potential for applicable proposed measures and will approximate implementation costs and identify potential funding sources for a subset of measures (see Task 3.5.3 for more information). The Rincon team will develop an implementation strategy that identifies priority measures. This will include assigning specific time periods for implementation of each action, with a focus on the near-term actions that can be taken by 2030 to put the CAP on the trajectory to meet the state's goals. Additionally, Rincon will identify the responsible parties for implementing each action, which provides a sense of direction and ownership over the various CAP components. As part of this task, the Rincon team will also highlight which actions will be implemented by development projects. We assume that City feedback on the provisional draft measures will be provided in a consolidated set of comments. The Rincon team will integrate the comments and edits as appropriate based on discussions with City staff and summarize final draft measures in a list that will be incorporated into the Draft CAP in a visually stunning manner (Task 3.7).

The CAP will need to be defensible enough to withstand outside scrutiny. The key to defensibility is our robust and user-friendly technical appendix that includes relevant assumptions, references, and



substantial evidence that will be the legal foundation for the document. Additionally, the technical appendix can be used as a methodology guidance document for future planning and tracking so that City staff can maintain consistency across documents, including future iterations of the CAP. The technical appendix will include one round of consolidated City Department edits and comment.

Rincon recognizes that high-quality climate action planning is built on six essential pillars that result in implementable and effective GHG emission reduction strategies and establish the cornerstone of high-quality GHG emission reduction plans. These six essential components include:

1. Education
2. Structural change
3. Associated GHG reductions
4. Equitable outcomes
5. Provide connectivity with community organizations and resources
6. Cost-effective design

These pillars lay the foundation for transformational change and are essential to creating measures and actions that will engage the community and fulfill the emissions reductions goals laid out in the CAP. The pillars also clearly integrate environmental justice and social equity into the design of the CAP measures. The Rincon team will structure the CAP in a way that builds on this foundation and the overall benefits will be equitably distributed so the CAP is responsive to the needs of community members. Additionally, the actions that support the various measures will aim to increase frontline communities' access to resources and opportunities.

Task 3.4.2 Climate Adaptation and Resilience Strategies

The Rincon team will work simultaneously to integrate the vulnerability analysis completed for the Safety Element Update into the CAP. This effort will be streamlined because the CAP will build off of the work completed for the Vulnerability Analysis included in the Safety Element Update and will integrate the policies and programs proposed in the Safety Element Update in accordance with SB 379 in order to increase the City's adaptive capacity. Synchronistic development of the documents will result in a streamlined planning approach that is complementary and enhances each of the final deliverables. We anticipate that one of the greatest time and cost efficiencies, in addition to concurrent engagement and outreach, will be integrating the vulnerability analysis as well as the adaptation and resilience measures established for the Safety Element Update into the CAP.

Task 3.4.3 Identify Funding and Implementation Measures

Based on our experience developing CAPs over the last decade we have identified the lack of clear funding opportunities as a key hurdle to implementing emissions reduction and adaptation measures. Therefore, we believe the inclusion of funding and financing plan to be a best practice in CAP development. Therefore, we propose to calculate approximate implementation costs and identify potential funding sources for up to four primary measures (e.g., measures that reduce the most emissions or provide the greatest adaptive capacity). Based on the climate mitigation and adaptation strategies, actions, and projects, identified in Tasks 3.5.1, 3.5.2, and 3.2.1, Rincon will suggest funding and financing strategies that could support the required investments. Categories include: grant funding; loans, lines, and bonds; private debt; private equity; and sponsorships; as well as public private



partnerships, and possible taxes and fees. As an optional task (Optional Task A), Rincon will partner with Hatch to conduct a more robust funding and finance review and develop a funding and financing strategy to further the implementation of key actions and thereby provide a clear pathway for implementation of the measures. Hatch provides technical and strategic consulting services to governments as they face pressing problems resulting from climate change, resource scarcity, growing social inequity, rapid technological change and limited finance and leadership, and Rincon and Hatch have a proven relationship working together to successfully assist jurisdictions identify funding strategies for CAP implementation purposes.

ASSUMPTIONS

- The effort to develop adaptation measures will be streamlined because the CAP will build off of the work completed for the Vulnerability Analysis included in the Safety Element Update and will integrate the policies and programs proposed in the Safety Element Update.
- Rincon will establish approximate implementation costs and identify potential funding sources for up to four primary measures. If, in addition to approximating implementation costs and identifying potential funding sources for up to four primary measures, the City also wants a more robust Funding and Financing Plan, Rincon will partner with Hatch to provide one. See Optional Task A for more information.
- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions, including updates to the measures throughout the draft and final CAP development process, will be completed on a time and materials basis in accordance with our standard fee schedule.

DELIVERABLES

- Draft and Final Recommended Emission Reduction and Adaptation Measures Memorandum (Word and PDF)
- Substantial Evidence Technical Appendix to the CAP (Word and PDF)
- SPARQ Tool (Excel)

Task 3.5 Implementation Plan

To facilitate implementation and monitoring of the CAP, Rincon will prepare an Implementation Plan that provides a summary of each of the measures, implementation timeframe, and lead department, established as part of Tasks 3.4.1, 3.4.2, and 3.2.1 in a tabular format. In addition, the Implementation Plan will provide a column for the lead department to take notes and track progress over time. Designing a comprehensive, yet succinct Implementation Plan will provide the City with a tracking mechanism that can be used overtime as progress is made on individual measures and be updated in future iterations of the CAP, as necessary, to ensure that the City reaches its long-term goals. It is anticipated that the Implementation Plan will be completed in either Microsoft Word or Excel, depending on the preference of the City, and will integrate all of the GHG emissions reduction and adaptation measures.



ASSUMPTIONS

- Upon finalization of the GHG emissions reduction and adaptation measures, Rincon will complete an Implementation Plan that can be used by the City to track progress over time.

DELIVERABLES

- Draft and Final Implementation Plan (Word/Excel and PDF)

Task 3.6 Develop a Draft and Final CAP

Task 3.6.1 Draft CAP

The Draft CAP will be completed through an iterative process that is informed by the GHG emissions inventory, forecast, and targets completed as part of Task 3.2. The CAP will provide a creative and innovative roadmap for the City to achieve emission reductions and will include both near-term and long-term emission reduction and adaptation measures (Tasks 3.5.1, 3.5.2, and 3.2.1) as well as the departments and community partners who will generally be responsible for implementing them. The CAP will set key performance indicators (KPI) that will help define a successful implementation of the CAP strategy as well as measure progress over time. Upon completion of the first draft, the document will be provided to City staff for review. The City will provide feedback and edits in one consolidated set and the Rincon team will draft a Public Review Draft that reflects edits in response to City comments. The Public Review Draft will be presented at City Council and released to the community for a proposed thirty-day comment period. The CAP will be prepared using Microsoft Word, following the same format used in recent General Plan Element updates, such as the City's Safety, Noise, and Circulation Elements, as requested in the RFP.

Task 3.6.2 Final CAP

Following the public review and comment period, as well as the public hearings, the Rincon team will coordinate with City staff to incorporate relevant input into the Final Draft CAP that will be presented to City Council for final adoption. We anticipate and have budgeted for receipt of up to ten substantive public comment letters and emails. Any additional comments above and beyond will be addressed on a time and materials basis in accordance with our standard fee schedule (attached). We will provide a summary of all outreach efforts and reports conducted as part of this scope of work and provide a clear overview of the existing conditions, baseline report, proposed GHG reduction measures, and implementation plan with the monitoring tool. Rincon has completed final climate action planning documents, similar to the CAP for South Pasadena and Dublin, and are currently completing one for Sacramento and Metropolitan Water District. Rincon will provide an electronic copy of the document, printing or providing hardcopy documents has not been included as part of this workscope.

ASSUMPTIONS

- Response to comment of up to ten substantive public comment letters and emails.
- All comments on the Draft CAP will be provided to Rincon in one consolidated set.
- No hard copies will be provided.



DELIVERABLES

- Draft and Final CAP in Word and PDF formats

Task 4 Safety Element Update

California has prioritized the mitigating of climate change impacts and building more resilient communities. Recently the California State Legislature has passed several bills that require Safety Elements to be updated (highlighted below) to also account for these priorities. These new Bills require communities to prepare specific technical studies and develop policies that address vulnerable communities to climate change, emergency evacuation, and wildfire risks. That is why the Rincon team has included wildfire and evacuation expertise to ensure Camarillo's Safety Element is developed with the state's best practice standard.

1. **Senate Bill 99. Residential Emergency Evacuation Routes.** Senate Bill 99 requires all cities and counties, upon the next revision of the housing element on or after January 1, 2020, to update the safety element to include information identifying residential developments in any hazard area identified in the safety element that do not have at least two emergency evacuation routes.
2. **Senate Bill 1035. General Plans.** Senate Bill 1035 requires cities and counties to update their safety element during a housing element or local hazard mitigation plan update cycle, but not less than once every eight years, if new information on flood hazards, fire hazards, or climate adaptation or resilience is available that was not available during the previous revision of the safety element.
3. **Senate Bill 379. Climate Adaptation.** Senate Bill 379 requires all cities and counties to include climate adaptation and resiliency strategies in the safety elements of their general plans upon the next revision beginning January 1, 2017. The bill requires the climate adaptation update to include a set of goals, policies, and objectives for their communities based on the vulnerability assessment, as well as implementation measures, including the conservation and implementation of natural infrastructure that may be used in adaptation projects.
4. **Senate Bill 1241. State Responsibility Areas and Very High Fire Severity Zones.** The Senate Bill requires review and update of the safety element, upon the next revision of the housing element on or after January 1, 2014, as necessary to address the risk of fire in state responsibility areas and very high fire hazard severity zones. The specific requirements are codified in GC § 65302(g)(3) and 65302.5(b) and included as Attachment A to this memorandum.
5. **Assembly Bill 747. Evacuation Routes.** Assembly Bill 747 requires all cities and counties to identify evacuation routes in the safety elements of their general plans upon the next revision of their local hazard mitigation plan, beginning on or after January 1, 2022. The bill requires evaluation of evacuations route capacity, safety, and viability under a range of emergency scenarios. The safety element can be updated based on information included in an adopted local hazard mitigation plan, emergency operation plan, or other document provided the information fulfills the goals and objectives of the assembly bill requirements.

These new requirements allow for the Safety Element to now be better designed for agencies to further implementation efforts to prevent increased hazard risk such as h wildfire and urban heat as well as emergency response and evacuation. Because these topics are highly intertwined with climate mitigation and the focus of the CAP, it's best practice for these efforts to coordinated, consistent, and presented to the community together. This also allows for the most effectiveness and efficiency in terms of staff resources, resulting in significant cost savings.



Task 4.1 Review of Existing Safety Element

Rincon will review the current version of the City's Safety Element and identify necessary updates to bring it into compliance with government code 65302 section 1 and maintain consistency with the Office of Planning and Research (OPR) General Plan Guidelines for Required Elements (Chapter 4), OPR's Fire Hazard Planning Technical Advisory (November 2020 Draft), and City of Camarillo General Plan elements updated subsequent to the Safety Element's adoption in 2013 (i.e., Housing Element, Circulation Element). Rincon will provide a memorandum summarizing the most recent applicable legislation requirements, recommendations on how the City can comply with these requirements, and critical updates that will be needed for the existing Safety Element. This memorandum is intended to be used early in the project process as a foundation to facilitate staff and decision-maker buy-in throughout the development of the Safety Element.

ASSUMPTIONS

- Rincon will respond to and address one set of consolidated comments on the memorandum.

DELIVERABLES

- Draft Requirements for the Safety Element Update memorandum (electronic in PDF and Microsoft Word format)
- Final Requirements for the Safety Element Update memorandum (electronic in PDF and Microsoft Word format)

Task 4.2 Preparation of Technical Reports

Task 4.2.1 Climate Change Vulnerability Assessment and Adaptation Measures

Rincon will complete a vulnerability assessment which will detail the anticipated climate impacts in Camarillo, including increases in temperature, more intense and frequent heat waves, more intense and frequent drought, higher frequency of catastrophic floods, and more severe and frequent wildfires.

Rincon will identify and map critical assets (emergency services, transportation, public health) that could be exposed to climate hazards and conduct a spatial and qualitative analysis of the sensitivity and adaptive capacity of each. The vulnerability assessment will be prepared consistent with the California Adaptation Planning Guide. Rincon will rely on readily available data and reports (e.g., Cal-Adapt). A key component of the vulnerability assessment will be an evaluation of the potential for climate change to disproportionately impact vulnerable population groups (e.g., seniors, children, low-income communities, outdoor workers, etc.). Rincon will rely on available tools (e.g., CalEnviroScreen, Healthy Places Index, U.S. Census) and information on vulnerable populations and adaptive capacity generated through the engagement process (see Task 2). Maps will be developed using City GIS data. The vulnerability assessment is intended to be a qualitative and planning-level document and will not include any modeling or quantitative asset analysis. Information on climate change associated with Ventura County Hazards Mitigation Plan (VCHMP) update will be included to ensure consistency and alignment between planning efforts.

The Rincon team will develop adaptation measures for assets identified in the vulnerability assessment as having the highest risk to climate change. The City's existing plans and ongoing related planning efforts will be used as references to coordinate adaptation policies with current City efforts. Adaptation



measures will address both community-based adaptation and adaptation strategies that are focused on municipal government implementation and operations. The adaptation goals, policies, and implementation programs will be incorporated directly into the Safety Element Update and CAP (see Tasks 4.5 and 3.7, respectively).

ASSUMPTIONS

- Rincon will respond to and address one set of consolidated comments on the Climate Change Vulnerability Assessment.
- Rincon will rely on publicly available data.
- Rincon will prepare up to five maps.

DELIVERABLES

- Draft Climate Change Vulnerability Assessment (electronic in PDF and Microsoft Word format)
- Final Climate Change Vulnerability Assessment (electronic in PDF and Microsoft Word format)

Task 4.2.2 Wildfire Risk Assessment and Policy Recommendations

Rincons teaming partner, TSS, will prepare a Wildfire Risk Assessment report and provide risk-reduction recommendations for inclusion in the Safety Element. TSS works to assist clients from the planning/permitting phase, through to on-the-ground wildfire risk reducing management implementation and will facilitate a virtual kickoff meeting with the City to review TSS' scope of work, define the project study area, confirm roles and responsibilities of the team, and submit a data request for map layers and other data needs. TSS will map and analyze ground conditions that have an influence over the specifics of wildfire behavior within the project study area. Readily available information, such as digital terrain that provide slope, aspect, elevation, and landform will be mapped. TSS will also create map layers based on interpretation of remotely sensed databases, such as vegetation types that impact wildfire behavior. The GIS analysis will define wildfire behavior patterns across the landscape within the project study area. TSS will then identify, and map sensitive uses and features known to have an elevated sensitivity to wildfire (e.g., structures, overhead electrical lines, sensitive habitats). TSS will formulate risk-reducing management approaches (primarily vegetation treatments) for each category of sensitive uses within the study area. Locations warranting high priority in terms of vegetation treatments will be identified based on a combination of wildfire risk potential, presence of sensitive uses, and land tenure. Based on TSS recommendations, Rincon will incorporate policies and implementation actions into the CAP and Safety Element as part of Tasks 3.7 and 4.5. An Administrative Draft, Public Review Draft, and Final report will be prepared that includes:

- The description of the current setting
- Potential for, and mechanisms by which, sensitive resources could be impacted by wildfire
- Management actions that can be implemented to reduce wildfire impacts
- Recommendations regarding risk reducing actions
- Illustrative figures, charts, and tables, including maps of the study area, sensitive uses, and wildfire hazard risk levels
- Supporting technical addenda



TSS will attend up to one public meeting, prepare and present a PowerPoint presentation, and be available to answer questions.

ASSUMPTIONS

- TSS will respond to and address one set of consolidated comments on the Wildfire Risk Assessment report.

DELIVERABLES

- Draft Wildfire Risk Assessment (electronic in PDF and Microsoft Word format)
- Final Wildfire Risk Assessment (electronic in PDF and Microsoft Word format)
- Attendance at one public meeting
- PowerPoint presentation

Task 4.2.3 Evacuation Capacity Analysis

Not many Safety Element updates have been prepared since the implementation of AB 747, which requires the analysis of community evacuation routes. However, Rincon together with our teaming partner, Fehr and Peers, have experience completing this analysis and will assist the City of Camarillo with an approach to comply with AB 747, which requires that the Safety Element be reviewed and updated to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios.

Given that there are many potential emergency events and evacuation scenarios that can occur in the city, Fehr and Peers proposes to analyze a worst-case scenario event (e.g., high fire hazard zone) that requires evacuation via key locations along the US-101 freeway and/or State Route (SR) 34. This event would be defined by City Staff and provided to Fehr & Peers.

Fehr & Peers will conduct an evacuation impact analysis with a Level of Service (LOS) evaluation for key evacuation routes. Fehr & Peers will work with City staff and project team to identify the key roadway segments needed to access the US-101/SR-34 based on a set of assumptions regarding a specific evacuation scenario. This analysis would be undertaken for two analysis years (1) existing conditions and (2) 2040 future conditions consistent with Ventura County Transportation Commission (VCTC) socio-economic forecasts. Existing daily traffic counts would be estimated with historic counts supplemented by big data vendors, such as Streetlight data, for the key roadway segments. Traffic forecasts would then be developed based on growth projections in the Ventura County Transportation Model (VCTM). Traffic operations for the roadway segments would be completed for Existing and Future conditions for a maximum of 10 locations, covering a portion of the City of Camarillo, on routes that residents would most likely travel on.

The analysis would estimate the evacuation demand by assigning the number of households with “no vehicle” to “four or more vehicles” based on data provided in the VCTM. The evacuation demand would be compared to the evacuation capacity for the key roadway segments that provide key access to the US-101 and/or SR-34 ramps/intersections. The evacuation capacity would be estimated using the number of outbound lanes to the US-101 and/or SR-34. The methodology and results of the emergency evacuation analysis would be documented in a technical memorandum.



Rincon will develop goals, policies and implementation programs based on the recommendations in the Evacuation Capacity Analysis memorandum for inclusion in the CAP and Safety Element Update (Tasks 3.7 and 4.5, respectively).

ASSUMPTIONS

- City staff will identify a worst-case scenario event.
- Analysis will be prepared for two analysis years: existing conditions and 2040.
- Traffic operations would be evaluated for a maximum of 10 locations.

DELIVERABLES

- Draft Evacuation Capacity Analysis memorandum (electronic in PDF)
- Final Evacuation Capacity Analysis memorandum (electronic in PDF)

Task 4.2.4 Evacuation Map

To comply with recent Senate Bill 99, the Rincon GIS team will coordinate with City emergency providers to develop a map that identifies residential developments in any hazard area identified in the Safety Element that do not have at least two emergency evacuation routes. Objectives, policies and implementing actions to address evacuation constraints will be identified for inclusion in the update to the Safety Element Update (Task 4.5).

ASSUMPTIONS

- City staff will identify roadways with evacuation constraints.
- Rincon will digitize and prepare a map for inclusion in the Safety Element Update.

DELIVERABLES

- Draft Evacuation Map (electronic in PDF)

Task 4.3 Safety Element Update

Task 4.3.1 Administrative Draft

Rincon will update background information, associated maps, and regulatory context for the following topics currently included in the Safety Element: soils, seismic and other geologic hazards, flood hazards, fire hazards, hazardous materials and waste, aircraft hazards, and emergency response. Brief summaries regarding evacuation, wildfire risk and climate change based on the technical reports prepared under Task 4.2 will be added. Historical data on floods and wildfires will be included. The Safety Element will also be updated to include a discussion of how it aligns with other General Plan elements. It will also incorporate by reference recent relevant plans, including the VCHMP currently undergoing an update. The Administrative Draft would be an internal document that the City and applicable stakeholders would review and provide a consolidated set of comments on, outlining any requested revisions or updates, which would be incorporated by Rincon into the Public Review Draft Safety Element.

Rincon will develop goals, objectives, policies and implementing actions to comply with state law and align with OPR's General Plan Guidelines for Safety Element (Chapter 4), OPR's Wildfire Advisory Series,



and CAL FIRE's checklist. Policies will be clear, actionable, and aim to reduce risk and mitigate hazard impacts. New policies will be included to address evacuation, wildfire, and climate change vulnerabilities per the findings of the VCHMP and technical reports prepared under Task 4.2.

Rincon will prepare the Administrative Draft Safety Element in Microsoft Word, using the same format as recent General Plan element updates.

ASSUMPTIONS

- City to provide the most recent General Plan element Word template and GIS base map to ensure consistency.
- City to provide 2013 Safety Element in Word format.
- Rincon will respond to and address one set of consolidated comments on the Administrative Draft. City provides all technical information necessary to update aircraft hazards.

DELIVERABLES

- One electronic copy of the Administrative Draft Safety Element in both PDF and Microsoft Word format

Task 4.3.2 Public Review Draft Safety Element

Rincon will respond to one round of consolidated City comments on the Administrative Draft Safety Element to then develop the Public Review Draft Safety Element. The Public Review Draft Safety Element will be posted to the City's website and sent to CAL FIRE for review. Rincon will facilitate consultation with CAL FIRE to ensure compliance with all state guidelines and requirements. The Public Review Draft would be provided to the City and posted on the City's website for the community and any additional stakeholders to review. Rincon assumes that the City would accept and combine all responses from the community and provide a consolidated set of comments outlining any requested revisions or updates to the Rincon team, which would be incorporated by Rincon into the Final Safety Element.

ASSUMPTIONS

- Rincon will respond to and address one set of consolidated comments on the Public Review Draft.
- Rincon will submit the Public Review Draft Safety Element to CAL FIRE.

DELIVERABLES

- One electronic copy of the Public Review Draft Safety Element in both PDF and Microsoft Word format

Task 4.3.3 Final Safety Element

Rincon will prepare a Final Safety Element in response to public comments and CAL FIRE comments for City Council review and adoption. Rincon will submit the Final Safety Element for the Board of Forestry and Wildfire Protection to issue a recommendation prior to the City Council's adoption hearing date. Additionally, the Final Draft would be provided to the City in advance of the public hearing. Rincon assumes that the City would review the document and summarize any requested revisions into a consolidated set of comments outlining the requested revisions or updates, which would be



incorporated by Rincon into the Final Safety Element that would be presented at City Council for adoption. Upon adoption of the Final Safety Element, the long-range planning document would be posted on the City's website.

ASSUMPTIONS

- Rincon will respond to and address one set of consolidated comments on the Final Safety Element.

DELIVERABLES

- One Final Safety Element in both PDF and Microsoft Word format

Task 5 Combined CAP and Safety Element CEQA Assessment and Streamlining/Thresholds⁹

Climate Action Plans can play a valuable role in community planning and development. By developing a comprehensive plan for reducing community GHG emissions the plan provides a roadmap for modern development projects with reduced carbon footprints and can also programmatically mitigate GHG emissions for new development in the City. In doing so the CAP can reduce the time, cost, and effort of evaluating GHG emissions for both project applicants and the City. For the purposes of using the CAP as a CEQA streamlining tool, it is essential that the document be adopted in a public process following environmental review, per Section 15183.5(b)(1)(F) of the CEQA Guidelines. Following adoption, future projects can prove consistency with the CAP via a CAP consistency checklist and a CAP consistent GHG threshold. We propose to develop CEQA GHG Checklists are designed to be use by City planning staff and applicants to easily evaluate new projects for consistency with the CAP and the programmatic CEQA document to streamline future CEQA GHG analyses. As a secondary pathway for streamlining CEQA analysis, the Rincon team would develop quantitative CEQA thresholds of significance for GHG emissions along with a guidance document for City staff for purposes of evaluating quantitative CEQA GHG analyses submitted by applicants. The GHG thresholds can be utilized by applicants when they are not able to meet all the requirements in the CAP Consistency Checklist (i.e., CEQA GHG Checklist). Together these two tools present best practice is to help the city prove that new projects are consistent with the CAP and allows applicants to align with the community's incremental GHG reduction goals rather than the state's longer-range goals.

Task 5.1 Combined CAP and Safety Element Update CEQA Assessment Document

By combining the CAP and Safety Element program we will be able to evaluate both documents in a single CEQA document. In our experience an Initial Study-Negative Declaration (IS-ND) is typically sufficient programmatic CEQA documentation for a CAP and Safety Element due to the generally beneficial environmental impacts associated with the plan. However, if it is determined that the policies in the CAP and Safety Element may result in potentially significant environmental impacts, a programmatic Environmental Impact Report (EIR) may be required and can be prepared as part of this optional task in lieu of the CAP IS-ND for a different cost.

- **CEQA Kickoff and AB 52 Letters.** Rincon will hold a CEQA Kickoff Call with City staff and request the latest relevant Native American tribes list from the California Native American Heritage Commission

⁹ The cost savings associated with combining the CEQA document for the CAP and Safety Element Update into one project would be \$17,404.



(NAHC). Upon receipt of the tribes list from NAHC and internal approval of the CAP measures and actions list by the City, Rincon will prepare the AB 52 and SB 18 correspondence letters for the City to print on its letterhead and mail to the tribes.

- **Administrative Draft IS-ND.** Rincon will prepare a CEQA project description for City review and edit. Upon receipt of the City's review edits on the CEQA project description, Rincon will prepare the CAP Administrative Draft IS-ND analysis related to all CEQA Guidelines Appendix G topics. In addition, if the City were to select Rincon to prepare both the CAP and separate General Plan Safety Element Update, Rincon could also include CEQA assessment of the General Plan Safety Element Update as part of the programmatic IS-ND in order to provide CEQA review of both the CAP and General Plan Safety Element Update via one CEQA document in an efficient and cost-effective manner.
- **Draft IS-ND + NOI-NOC.** Upon receipt of one set of consolidated vetted comments on the Administrative Draft IS-ND from the City, Rincon will address comments and prepare and submit tracked and clean versions of the public Draft IS-ND to the City. In addition, Rincon will prepare the Notice of Intent (NOI) to adopt an IS-ND form. It is assumed that the City will e-file the NOI and NOC forms with the State Clearinghouse and file the NOI form with the County Clerk. If desired, the City will also coordinate and pay for local newspaper notification of the Draft IS-ND.
- **Final IS-ND.** Rincon will prepare the final ND form and finalize the IS-ND document, including preparation of responses to public comments received on the Draft IS-ND.
- **NOD.** Rincon will prepare the Notice of Determination (NOD) form. It is assumed that the City will e-file the NOD form with the State Clearinghouse and file the NOD form with the County Clerk and pay associated fees.

Task 5.2 CEQA GHG Checklist

To assist with CEQA tiering for future plans and projects, Rincon can work with the City to prepare a methodology to streamline CEQA GHG emissions analysis for future City projects. In early 2018, Rincon generated a CAP Consistency Checklist for the City of Pasadena, one of the first CAPs in the state to include a SB 32 consistency checklist for development projects. Rincon's proposed CAP CEQA Project Manager has been working with California jurisdictions since 2010 to peer review or prepare their CAP Consistency Checklist (i.e., CEQA GHG Checklists) as well as complete the CEQA GHG Checklists for individual plans and projects. By having a CEQA GHG Checklist for use by City planning staff and applicants, future City plans and projects can tier from the CAP programmatic CEQA document for purposes of streamlining future CEQA GHG analyses and demonstrating consistency with state GHG reduction targets per the 2017 CARB Climate Change Scoping Plan. Without such a checklist for a tool, it can be difficult for future plans and projects to navigate the CEQA process under SB 32.

Task 5.3 CEQA GHG Thresholds

To further strengthen the defensibility of future CEQA GHG analyses that will tier from the CAP CEQA assessment document to be prepared under Task 5.1, we recommend the development of a City quantitative CEQA thresholds of significance for GHG emissions along with a guidance document for City staff for purposes of evaluating quantitative CEQA GHG analyses submitted by applicants. Such City quantitative CEQA GHG thresholds will be utilized when applicants are not able to meet all of the requirements in the CAP Consistency Checklist (i.e., CEQA GHG Checklist) to be prepared under Task 5.2.

The GHG efficiency threshold for project- or plan-based CEQA analysis will be based on a methodology that considers emissions against an efficiency-based service population threshold. The threshold



assesses the GHG efficiency of a project or plan on a per capita basis or service person basis. This approach will rely on the City GHG reduction goals in the CAP to attain a future horizon year target, compare it with the economic projections and planned land use development in the region up to specific horizon years, and allocate GHG reductions to population, service population, and land uses. This threshold is consistent with the CARB 2017 Climate Change Scoping Plan, which details the intention to accommodate population and economic growth in California but do so in a way that achieves a lower rate of GHG emissions. In addition, if the City proceeds with development of CEQA GHG thresholds, Rincon will also include CEQA assessment of the thresholds as part of the programmatic IS-ND in order to confirm that appropriate CEQA review of the thresholds occurs as part of a public review process and via one CEQA document in an efficient and cost-effective manner. This will be done as part of preparation of the CEQA assessment document under Task 5.1.

Rincon will also prepare a concise guidance document for use by City staff in evaluating submitted CEQA GHG emissions analyses and by applicants in preparing CEQA GHG emissions analyses. The guidance document will detail a defensible approach for evaluating GHG emissions impacts in analyses prepared pursuant to CEQA. The document will also provide substantial evidence of the methodology's consideration of statewide GHG direction provided by CAPCOA, CARB, and OPR as well as relevant case law.

ASSUMPTIONS

- An Initial Study would be the appropriate level of CEQA review.
- If it is determined that the CAP implementation measures or actions may result in potentially significant environmental impacts, a programmatic Environmental Impact Report (EIR) may be required and can be prepared as part of this optional task in lieu of the CAP IS-ND for a different cost.

DELIVERABLES

- CEQA Kickoff AB 52 Letters (electronic)
- CEQA Project Description (electronic)
- Administrative Draft IS-ND (electronic)
- Adding assessment of Safety Element Update to the programmatic CEQA Assessment for the CAP
- Draft IS-ND (electronic)
- NOI-NOC forms (electronic)
- Final IS-ND (electronic)
- Final IS-ND Hearing
- NOD form (electronic)
- Draft City CEQA GHG Checklist for future projects' use (electronic)
- Final City CEQA GHG Checklist for future projects' use (electronic)
- Draft City CEQA GHG Thresholds and Guidance Report (electronic)
- Final City CEQA GHG Thresholds and Guidance Report (electronic)
- Adding assessment of CEQA GHG Thresholds to the programmatic CEQA Assessment for the CAP



Task 6 Project Management¹⁰

In every project Rincon initiates, we endeavor to provide our client with a high-quality product that exceeds expectations, meets identified schedules, and surpasses all applicable professional standards and regulatory requirements. The major components of our management program that result in high-quality outcomes and help us meet project objectives, budget provisions, and scheduling requirements are described below. For this specific project, Rincon has assigned two Project Managers in order to provide redundancy and reduce costs, while doubling the expertise available to the City.

Quality Control and Review Procedures

Rincon takes pride in producing quality work and achieving an exceptional level of client satisfaction. To achieve this, Rincon employs standard project management and quality control methods that include: written project assignments, monthly project progress meetings, project control using Microsoft® Excel and Microsoft® Project software, peer review of all technical sections, technical editing of all documents, and principal review of all major deliverables. The Project Manager initiates the project initially by holding a briefing meeting with the consultant team whereby the work scope, expectations, costs, and timing (schedule) are determined. The Project Managers are responsible for the overall quality of the work effort and maintaining the schedule. Typically, this is done on a daily basis, but no less than a weekly basis. Once the work product has been completed by a team member it undergoes peer review by the Project Managers. After corrections, the Principal-in-Charge reviews the final product for quality control before it is provided to our technical editing team for editorial review, and then our administrative staff for publication. As part of the review, documents are checked against the prior established expectations and requirements of the work scope. Documents are also checked for specific formatting and other requirements using a formal Quality Assurance/Quality Control (QA/QC) checklist by the administrative staff used to ensure that the final delivered product meets Camarillo's expectations.

Communication and Reporting Procedures

We believe that effective communication and project management is an integral part of a project's success. Rincon's Project Managers, Hannah Mize and Lexi Journey, will be responsible for coordinating communication with the City's Project Manager. We will work closely with Camarillo for the duration of the project to ensure that progress is carefully tracked, attention is drawn to any difficulties encountered, and the project is conducted in a highly professional manner. We recommend status update phone calls monthly to report on project status and email status reports to be provided to the client biweekly. To facilitate communication among the Rincon team members, we will hold internal biweekly planning and coordination meetings. During these meetings we will discuss work in progress and schedules to ensure the project stays on track.

Cost and Schedule Control

Rincon achieves cost, schedule, and resource control pursuant to a three-step process. First, cost and schedule baselines are established, against which actual cost and schedule performance can subsequently be compared. Second, cost and schedule data are collected and reported on a weekly

¹⁰ The cost savings associated with combining the project management for the CAP and Safety Element Update into one project would be \$2,659.



basis to the project manager. Third, deviations in cost or schedule performance are discussed internally, and if necessary, corrective actions are taken.

ASSUMPTIONS

- 16-month project timeline
- Check-in meeting attendance is limited to the Rincon Project Managers, unless Principal attendance is requested for specific meetings

DELIVERABLES

- Monthly (30 minute) virtual meetings throughout the 16-month project timeline
- Biweekly email status reports
- Monthly status updates and invoices

Optional Task A Funding and Financing Plan

As outlined in Task 3.5.3, to assist in the development of cost-effective and implementable policies, Rincon has provided an optional task to team with Hatch, who would create a funding and financing strategy to implement the Camarillo CAP Update measures that will provide a pathway for the City to identify and procure the capital needed to pay for the changes that will be required. Specifically, Hatch will identify existing funding and financing mechanisms that may support CAP Update measure implementation using a prioritized list of up to four actions critical to meeting the established emission reduction targets and identify instances in which they are in use where possible. Key funding and financing mechanisms will be associated with applicable actions, noting where additional refinement of implementation approach will be needed to ensure applicability and qualifying costs as attributable to the City and/or community. Establishing a robust and detailed funding and financing plan is considered a best practice because it establishes a path forward for the measures and actions included in the CAP to be implemented through real world solutions and essentially provides a path forward that allows the City to actualize significant change. Rincon and Hatch have a proven relationship of successfully assisting jurisdictions with identifying CAP funding strategies for CAP implementation purposes.

Because most major investments require multiple sources of funding and financing, Hatch will also identify key constituencies that may be impacted by key actions and, as a result, may be willing to support or otherwise enable implementation. This funding strategy effort will be integrated into the GHG reduction measures development, so that such high-priority measures will have a potential funding source. The Rincon team, including Hatch, are currently providing financial and market feasibility to the City of Burbank as we develop their GHG Reduction Plan Update. Examples of financial strategies that can be explored include carbon pricing/markets, social and environmental impact bonding, and ecosystem service payment schemes.

ASSUMPTIONS

- Rincon and Hatch will attend up to two virtual meeting to discuss the Funding Strategy, which are anticipated to be included as part of the monthly meetings in Task 6. Attendance of additional meetings will be completed on a time and materials basis in accordance with our standard fee schedule.



DELIVERABLES

- Draft CAP Update Measures Funding Strategy Memo (Word and PDF)
- Final CAP Update Measures Funding Strategy Memo (Word and PDF)
- Up to two meetings and meeting notes on economically relevant information related to the proposed CAP Update measures (included as part of monthly CAP Update virtual meetings)

Optional Task B CAPDash

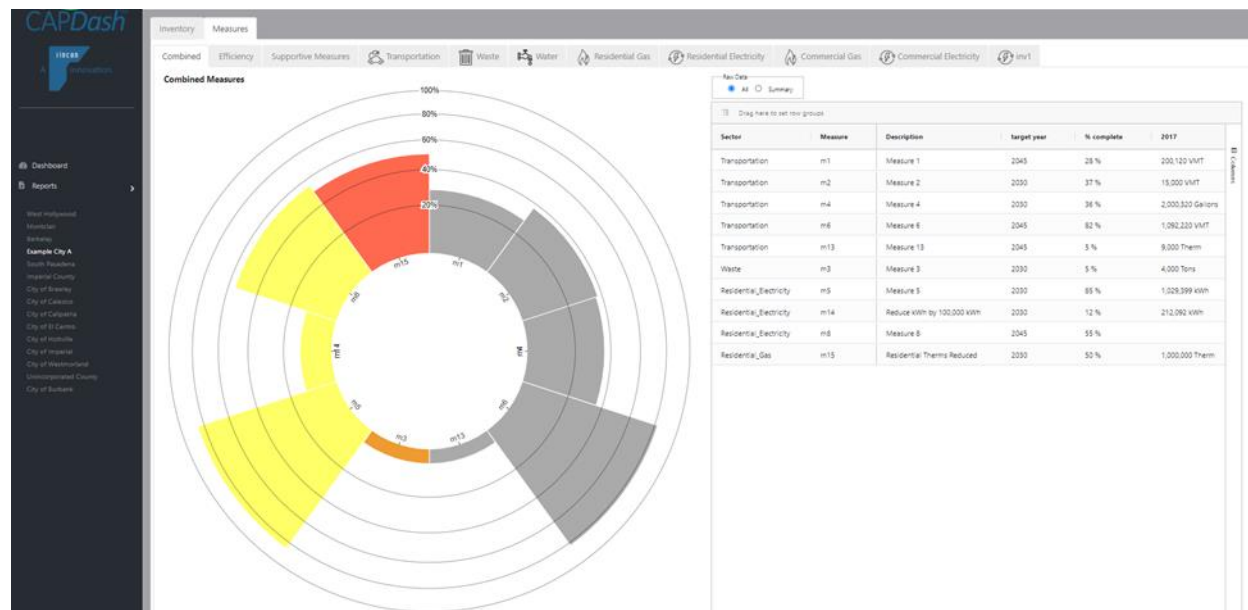
A key to CAP defensibility over time is to prove implementation of the CAP measures and show progress with GHG reduction. Therefore, as an optional task, to facilitate implementation and monitoring of the CAP and to minimize future City staff resources needed for monitoring and reporting, Rincon has developed a user-friendly cloud based GHG Inventory and Monitoring and Reporting Tool. Rincon's fully automated web application, CAPDash, serves three purposes.

1. The first is to generate a transparent GHG inventory (Task 3.2.2) which can be updated on an annual basis simply by uploading activity data. This will allow the City to actively track its progress towards its GHG reduction targets.
2. The second major function of CAPDash is to track the implementation of CAP measures over time. We can upload final CAP measures into the tool and allow the City to track activity data (kW of solar installed, etc.) for each measure and monitor progress over time.
3. Finally, the tool acts as an automatically updating dashboard which can display data both internally by easily generating reports for staff, but also to the public through a web-based dashboard.

CAPDash will allow the City to evaluate progress towards its CAP goals in real time and provides the implementation transparency to optimize CEQA streamlining under CEQA guidelines Section 15183.5.

The CAPDash tool (Figure 2) minimizes the burden of monitoring and reporting and enables City staff to more effectively utilize limited resources to implement CAP policies. The Rincon team will hold one virtual staff training on how to use the CAPDash to effectively monitor CAP implementation and progress over time. This training will focus on reviewing the implementation and monitoring tables of the CAP, confirming department leads, and clarifying roles and responsibilities for measures and actions that overlap multiple departments. The training will also include a tutorial on CAPDash, which will be used to track and report emission data. CAPDash would be provided for a one time fee and does not include any subscription costs for the tools continued use.

Figure 2 CAPDash Dashboard



Please Note: We recommend using the CAPDash Tool, however, we recognize that City staff might prefer a different publicly available monitoring or reporting system. We are committed to working with the City staff to identify the best option.

Example CAPDash Link: https://dev.cap.rinconconsultants.com/Example_City_A

ASSUMPTIONS

- Rincon will populate CAPDash with all activity data from the current inventory as well as the emissions inventories from 2010 – 2012.
- Rincon will provide one virtual CAPDash training (up to two hours).
- All activity data from previous inventories (2010 – 2012) will be provided by the City.

DELIVERABLES

- Attendance by up to two Rincon team Members at the virtual CAPDash training
- CAPDash User Guide
- CAPDash tool

Schedule and Cost

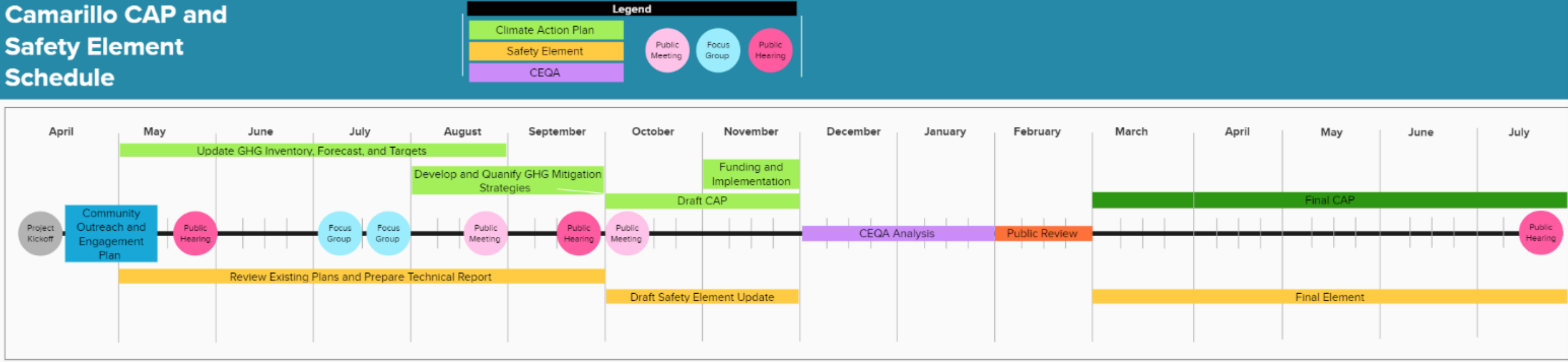
Schedule

The scope of work will be completed prior to July 31, 2023. Completing both the Climate Action Plan and the Safety Element together will ensure that the technical work and community engagement timing can be consolidated for a clear project schedule for the community. We understand that the City would like engagement with the community, Planning Commission, and City Council early in the process so that that they are informed from the beginning and can continually be informed throughout the project.



Below are two schedules with one showing a high-level overview of the project and the other showing a detailed schedule per task.

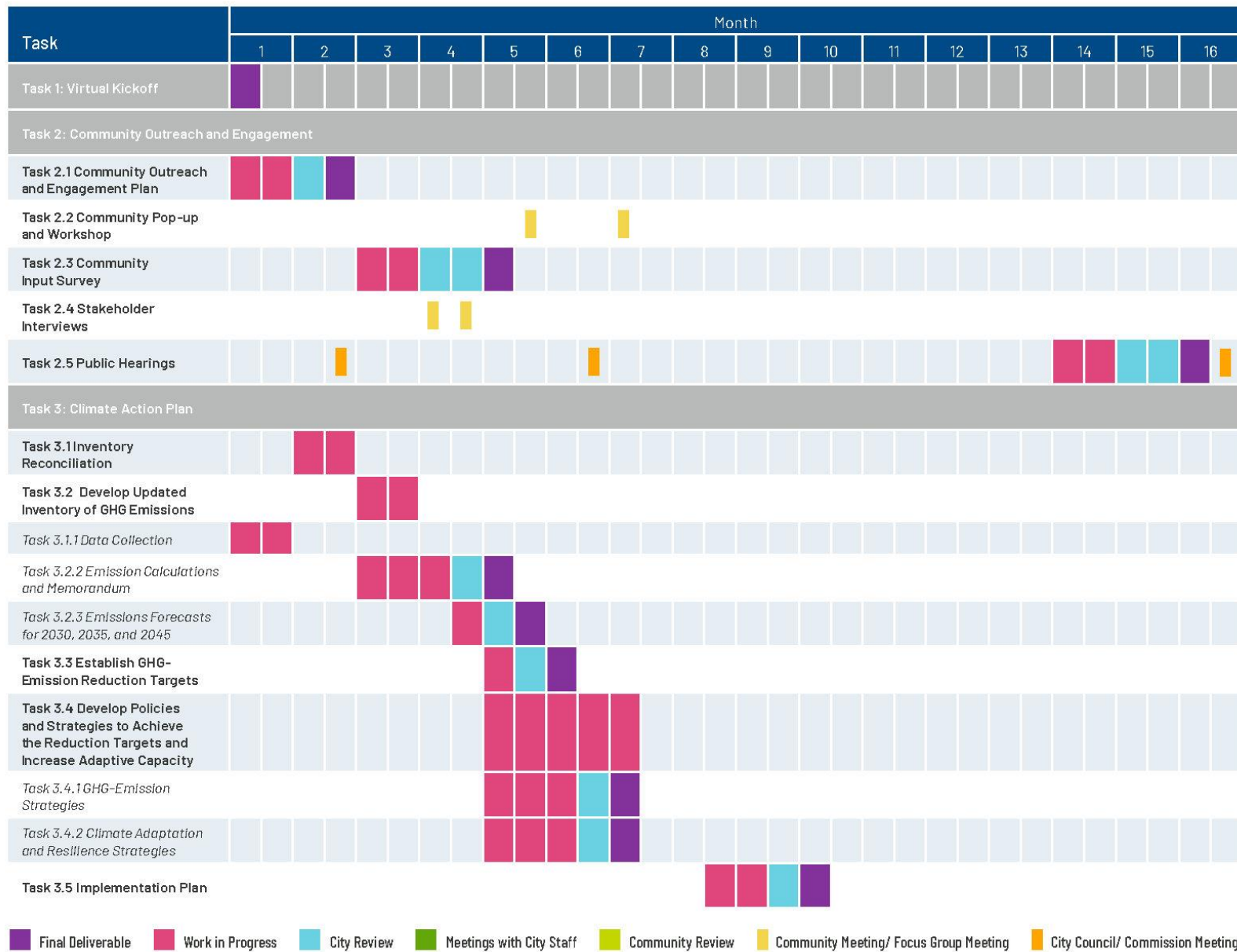
Camarillo CAP and
Safety Element
Schedule

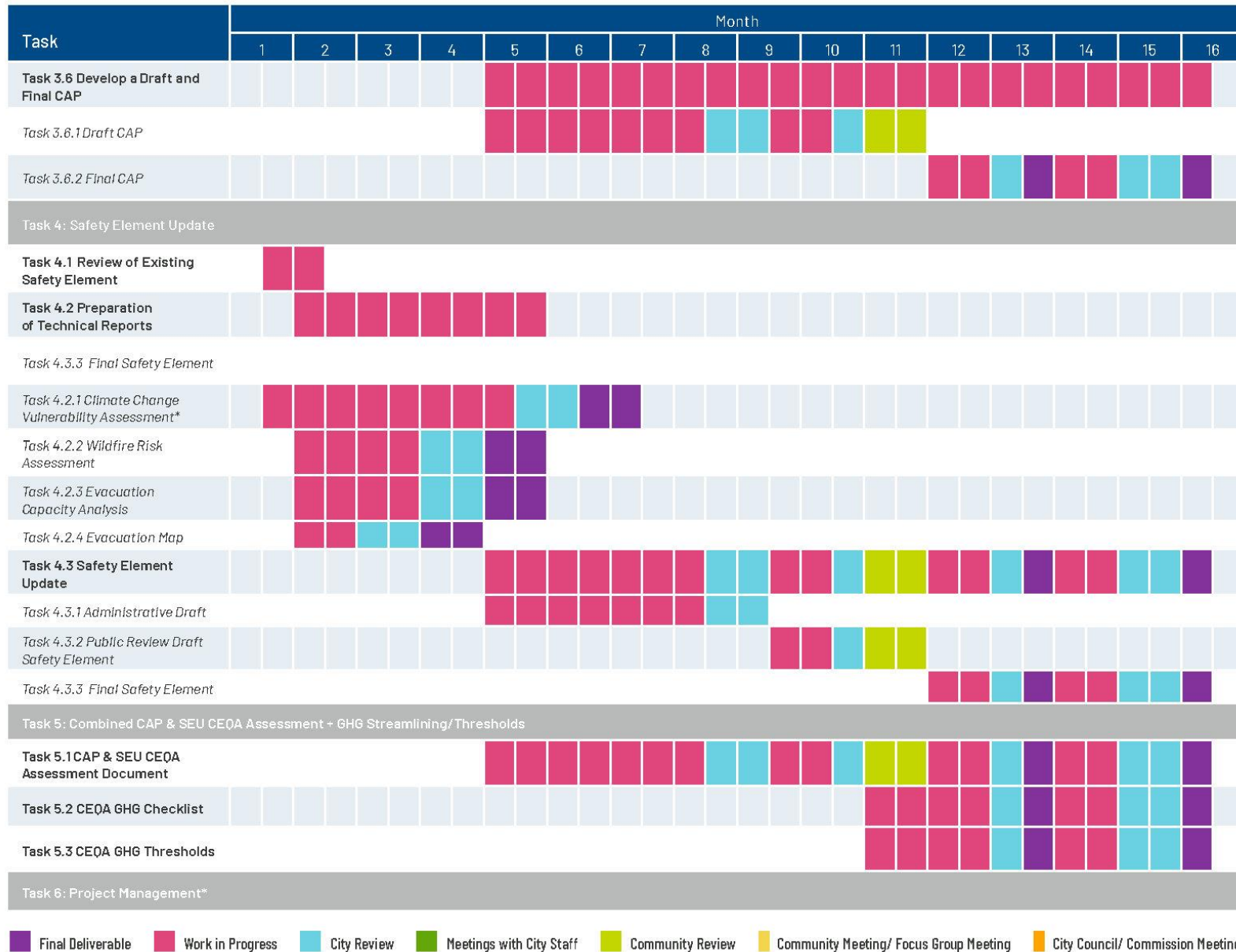


Notes: The public meetings included above represent both the community workshop and pop-up event and the final order of events will be established by the team during the completion of the Community Outreach and Engagement Plan.



City of Camarillo
Proposal to Prepare the City of Camarillo Climate Action Plan and Safety Element Update







Cost

The proposed scope of services and associated costs are fully negotiable to meet the needs of the City. The cost associated with tasks requested to the City currently total \$248,549. The cost savings totals \$26,923. A summary of the proposed cost estimate by task is provided in the table below and shows cost savings associated with combining the CAP and Safety Element Update together into one initiative. The following table shows the breakdown of labor hours and direct expenses associated with each task. Additional work not included within our proposed work program will be completed only upon written authorization in accordance with our standard fee schedule. No other services will be provided without your written authorization. This cost estimate is in effect for a period of 60 days during which time all the elements of this proposal are fully negotiable to meet the needs of the proposed project.

Table 1 Combined Cost Savings

		Cost Combined	Cost Savings
Task 1	Virtual Kick-Off	\$1,662.00	\$540.00
Task 2	Community Outreach and Engagement		
Task 2.1	Community Outreach and Engagement Plan	\$3,386.00	\$—
Task 2.2	Community Pop-up and Workshops	\$12,200.00	\$—
Task 2.3	Community Input Survey	\$5,026.00	\$—
Task 2.4	Stakeholder Interviews	\$5,603.00	\$2,227.00
Task 2.5	Public Hearings	\$11,636.00	\$589.00
Task 3	Climate Action Plan		
Task 3.1	Inventory Reconciliation	\$4,728.00	\$—
Task 3.2	Develop Updated Inventory of GHG Emissions	\$29,324.00	\$—
Task 3.3	Establish GHG Emission Reduction Targets	\$1,317.00	\$—
Task 3.4	Develop Policies and Strategies to Achieve the Reduction Targets and Increase Adaptive Capacity	\$15,178.00	\$2,967.00
Task 3.5	Implementation Plan	\$2,967.00	\$537.00
Task 3.6	Develop a Draft and Final CAP	\$17,390.00	\$—
Task 4	Safety Element Update		
Task 4.1	Review of Existing Safety Element	\$1,545.00	\$—
Task 4.2	Preparation of Technical Reports	\$47,846.50	\$—
Task 3.3	Safety Element Update	\$15,392.00	\$—
Task 5	Combined CAP & SEU CEQA Assessment + GHG Streamlining/Thresholds		
Task 5.1	CAP & SEU CEQA Assessment Document	\$40,116.00	\$17,404.00
Task 5.2	CEQA GHG Checklist	\$7,316.00	\$—
Task 5.3	CEQA GHG Thresholds	\$10,172.00	\$—
Task 6	Project Management	\$15,744.00	\$2,659.00
Total		\$248,549	\$26,923



RINCON CONSULTANTS, INC.
Camarillo CAP and SE - Combined

Cost Estimate

	Rincon Labor Classification →			Principal II	Principal I	Senior Supervisor II	Senior Professional II	Senior Professional I	Professional IV	Professional III	Professional II	Professional I	Production Specialist	Senior GIS Specialist	GIS/CADD Specialist	Clerical
	Labor Cost	Direct Expense	Hours	\$270	\$250	\$228	\$195	\$179	\$164	\$152	\$135	\$120	\$98	\$155	\$120	\$85
Task 1 Virtual Kick-off	\$1,662		8	2			3	3								
Task 2 Community Outreach and Engagement																
Task 2.1 Community Outreach and Engagement Plan	\$3,386		21	1			4	4			12					
Task 2.2 Community Pop-up and Workshop	\$12,200		75	1			18	20			16	12		8		
Task 2.3 Community Input Survey	\$5,026		33	1			4	4			16	4		4		
Task 2.4 Stakeholder Interviews	\$5,603		32	1			10	12			8			1		
Task 2.5 Public Hearings	\$11,636		67	1			22	24			16			4		
Task 3 Climate Action Plan																
Task 3.1 Inventory Reconciliation	\$4,728		30	2				4	8		16					
Task 3.2 Develop Updated Inventory of GHG Emissions																
Task 3.2.1 Data Collection	\$3,204		21	1				4	2		14					
Task 3.2.2 Emission Calculations and Memorandum	\$12,966	\$11,224	86	4				8	16		58					
Task 3.2.3 Emissions Forecasts for 2030, 2035, and 2045	\$1,930		12	1				2	3		6					
Task 3.3 Establish GHG Emission Reduction Targets	\$1,317		8	1				1	2		4					
Task 3.4 Develop Policies and Strategies to Achieve the Reduction Targets and Increase Adaptive Capacity																
Task 3.4.1 GHG Emission Strategies	\$11,944		78	4				8	18		48					
Task 3.4.2 Climate Adaptation and Resilience Strategies	\$3,234		20	2				6			12					
Task 3.5 Implementation Plan	\$2,967		20	1				3			16					
Task 3.6 Develop a Draft and Final CAP																
Task 3.6.1 Draft CAP	\$12,796			3				8	6		64			6		
Task 3.6.2 Final CAP	\$4,594			2				4	2		20			2		
Task 4 Safety Element Update																
Task 4.1 Review of Existing Safety Element	\$1,545		10	1			1				8					
Task 4.2 Preparation of Technical Reports																
Task 4.2.1 Climate Change Vulnerability Assessment*	\$10,314		75	4			8				12	40	3		8	
Task 4.2.2 Wildfire Risk Assessment		\$17,710														
Task 4.2.3 Evacuation Capacity Analysis		\$18,113														
Task 4.2.4 Evacuation Map	\$1,710		12				2				8				2	
Task 4.3 Safety Element Update																
Task 4.3.1 Administrative Draft	\$11,236		74	4			16				40		2		12	
Task 4.3.2 Public Review Draft Safety Element	\$2,078		12	2			4				4		1		1	
Task 4.3.3 Final Safety Element	\$2,078		12	2			4				4		1		1	
Task 5 Combined CAP & SEU CEQA Assessment + GHG Streamlining/Thresholds																
Task 5.1 CAP & SEU CEQA Assessment Document	\$40,116		276	2	8	18			36	72		124	8		8	
Task 5.2 CEQA GHG Checklist	\$7,316		46	2		4				36			4			
Task 5.3 CEQA GHG Thresholds	\$10,172		60	2		6			48				4			
Task 6 Project Management*	\$15,744		96	4			32	32	4							24
Subtotal Cost	\$ 201,502	\$ 47,047	1184	\$ 13,770	\$ 2,000	\$ 6,384	\$ 24,960	\$ 26,313	\$ 23,780	\$ 16,416	\$ 54,270	\$ 21,600	\$ 2,254	\$ 3,875	\$ 3,840	\$ 2,040

Direct Cost Summary

Vehicle Costs	\$ -
Subconsultant Fee	\$ 47,047
Subtotal Additional Costs	\$ 47,047

Summary

Professional Fees Subtotal	\$ 201,502
Direct Costs Subtotal	\$ 47,047
Total Project Budget	\$ 248,549

Professional Services are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

Annual Escalation. Standard rates subject to 3% escalation annually.

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement is: Erik Feldman, Principal.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$263,549.

FEE SCHEDULE

(Complete or attached Separate Schedule)

KEY PERSONNEL:

Name	Title/Position	Rate (Per Hour)
Erik Feldman	Principal	\$270.00
Lexi Journey	Senior Planner	\$195.00
Hannah Mize	Sustainability Project Manager	\$179.00

SUBCONSULTANTS:

Name	Title/Position	Rate (Per Hour)
John Muggridge	Principal	\$300.00
Rachel Om	Senior Transportation Planner	\$150.00

EXHIBIT C
INSURANCE

1. **Required Insurance.** Before commencing any services, Consultant must procure and maintain in full force and effect during the term of this Agreement the following types of insurance with at least the minimum coverage listed and subject to the applicable additional requirements set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000 / \$2,000,000 Aggregate
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements
Professional Liability	\$1,000,000
Cyber Liability	None

2. **Insurance Rating.** All insurance required to be maintained by Consultant must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A- or better and Financial Size Category Class VII or better by the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by City's legal counsel.
3. **Commercial General Liability Insurance.** The commercial general liability insurance must meet or exceed the requirements of Insurance Services Office (ISO) form CG 00 01, and must be provided on a per occurrence basis for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. The insurance must be on an "occurrence" not a "claims made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City, its officers, employees and agents, and volunteers. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
4. **Business Automobile Insurance.** The business automobile insurance coverage must be at least as broad as ISO Business Auto Coverage form CA 00 01, covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount stated above per combined single limit for each accident. Such insurance must include both a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement, both in favor of the City, its officers, employees, agents, and volunteers.
5. **Workers' Compensation.** If Consultant has any employees, Consultant must maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). Such insurance must include a waiver of subrogation endorsement in favor of City, its officers, employees, agents, and volunteers.
6. **Professional Liability (Errors & Omissions) Insurance.** The professional liability insurance must cover the services to be performed under this Agreement. The coverage must be provided on a "claims made" basis. Consultant must maintain continuous coverage

through a period not less than three years after the completion of the services required under this Agreement.

- 7. Umbrella or Excess Liability Insurance.** If an excess or umbrella liability policy is used to meet minimum limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella or excess liability policy must include a “drop-down provision” requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason. Coverage must be provided on a “pay-on-behalf” basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. The policy must “follow form” to the underlying primary policy. Coverage must be applicable to all insureds under the primary policies. The insurance must contain or be endorsed to contain a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement for the benefit of City. The scope of coverage provided is subject to approval of City following receipt of the required proof of insurance.
- 8. Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
- 9. Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Consultant must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or certified copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City’s legal counsel. Consultant must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination or cancellation of the required coverage, will be effective except upon 30 days’ prior written notice to City by certified mail, return receipt requested (except for nonpayment for which a 10-day notice is required). The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City’s right to require compliance. In the event that Consultant’s policies are materially changed, Consultant must provide the City with at least 30 days’ prior written notice of the applicable changes. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- 10. Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant’s expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.

- 11. Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- 12. Required Insurance for Subconsultants/Subcontractors.** Consultant agrees to ensure that any subconsultants/subcontractors providing services under this Agreement provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to review and monitor all such coverage and assumes responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.
- 13. Right to Revise Insurance Specifications.** City reserves the right to change the amounts and types of insurance required by giving Consultant at least 90 days advance written notice of such change. If such change results in substantial additional cost to Consultant, the parties may renegotiate Consultant's compensation.
- 14. Timely Notice of Claims.** Consultant must give City prompt notice of claims made of lawsuits initiated 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 insurance policies.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2023

1/27/2022

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

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

PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED 1462718 Rincon Consultants, Inc. 180 N Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Co INSURER B: Hartford Fire Insurance Company INSURER C: Starstone National Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 44520 19682 25496

COVERAGES RINCO01 **CERTIFICATE NUMBER:** 16059397 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$50,000 <input checked="" type="checkbox"/> P&I GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPK-133853	2/1/2021	2/1/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	72UENOL5481	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll. Ded \$ 1,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	EFX-119720	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	T10220329	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liab E&O Liab.	N	N	EPK-133853	2/1/2021	2/1/2023	Limit: \$3,000,000/\$4,000,000 Limit: \$3,000,000/\$4,000,000 Retro Date: 12/9/1994

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

Cyber Liability: Carrier: AXIS Surplus Insurance Company, Policy No. Renewal Policy No. P-001-000809984-01, Policy Term: 2/1/2022-2/1/2023, Limit: \$5,000,000, SIR: \$75,000; Cyber Excess Liability: Carrier: Evanston Insurance Company, Policy No. MKLV3XCXY000065, Policy Term: 2/1/2022-2/1/2023, Limit: \$5,000,000.

CERTIFICATE HOLDER

CANCELLATION See Attachments

16059397

City of Camarillo
Dept. of Community Development
601 Carmen Drive
PO Box 248
Camarillo CA 93011

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

AUTHORIZED REPRESENTATIVE

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City of Camarillo, its officials, officers, employees, agents and volunteers are name as additional insureds for General Liability and Auto Liability with respect to work performed for General Liability and Auto Liability with respect to work performed for them by the Named Insured as required by written contract, per Blanket Additional Insured endorsement EN0147-1111, EN0320-0211, EN0321-0211 & HA99160312. Liability Coverage is Primary and Non-Contributory as required by written contract, per endorsement EN0147-1111 & HA99160312. Blanket Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation as required by written contract, per Endorsement EN0147-1111, HA99160312 & WC000313. Excess policy follows General Liability, Auto Liability and Employers Liability form.

Policy Number: EPK-133853

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

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

Policy Number: EPK-133853

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

Policy Number: EPK-133853

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)

Blanket when specifically required in a written contract with the named insured.

- A. SECTION III — WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).
 3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company)

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 04 03 06

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ___*___% of the California workers' compensation premium otherwise due on such remuneration.

Person or Organization

Job Description

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 2/1/2022 Policy No. T10220329
Insured Rincon Consultants, Inc.
Insurance Company StarStone National Insurance Company

Endorsement No. 23
Policy Effective Date 2/1/2022

Countersigned By  _____

WC 04 03 06
(Ed. 4-84)

TITLE	Rincon Consultants Agreement
FILE NAME	CC 2022-24 Rincon Consultants Packet.pdf
DOCUMENT ID	fd5aa7f2d862434fcb033a678043e1e933442ff1
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

03 / 24 / 2022

21:23:25 UTC

Sent for signature to Erik Feldman (efeldman@rinconconsultants.com), Greg Ramirez (gramirez@cityofcamarillo.org), Kristy Buxkemper (kbuxkemper@cityofcamarillo.org) and Jennifer Haddow (jhaddow@rinconconsultants.com) from dgallegos@cityofcamarillo.org
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VIEWED

03 / 24 / 2022

21:32:24 UTC

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IP: 166.137.163.20



SIGNED

03 / 24 / 2022

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03 / 24 / 2022

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03 / 24 / 2022
23:22:44 UTC

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03 / 25 / 2022
16:21:54 UTC

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03 / 25 / 2022
16:22:18 UTC

Signed by Jennifer Haddow (jhaddow@rinconconsultants.com)
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03 / 25 / 2022
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03 / 25 / 2022
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The document has been completed.