

**CONTRACT FOR PROFESSIONAL SERVICES TO PROVIDE PROJECT MANAGER
SERVICES FOR PREPARATION AND PROCESSING ENTITLEMENTS AND
ENVIRONMENTAL IMPACT REPORT FOR OIL DRILLING PROJECT**

This AGREEMENT is entered into this 22nd day of May, 2012, by and between the CITY OF HERMOSA BEACH, a municipal corporation ("CITY") and ED ALMANZA & ASSOCIATES ("CONSULTANT").

RECITALS

- A. The City has entered into a Settlement Agreement dated March 2, 2012, with E&B Natural Resources Management Corporation, and will process a Development Agreement and other necessary entitlements and Environmental Impact Report for a directional well oil drilling project on the City's maintenance yard.
- B. The City does not have the personnel able and/or available to perform the services required under this Agreement and, therefore, the City desires to contract for project manager and EIR coordinator services to assist in processing the project applications to accomplish this work.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONSULTANT on an hourly time and materials basis for services described in the SCOPE OF SERVICES at the rates described in the BUDGET, attached as EXHIBIT B.
- D. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

2. SCOPE OF SERVICES.

CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as EXHIBIT A and any additional work as needed and as authorized in advance by the CITY for any additional meetings, document revisions, research, correspondence or other activities related to the SCOPE OF SERVICES.

- A. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in EXHIBIT B.

4. TIME OF PERFORMANCE. The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction in compliance with dates and schedules to be provided.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key persons assigned to perform work under this Agreement are Ed Almanza assisted by subconsultant Larry Lawrence. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2013, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 60 days before the effective termination date.
- C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or

qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as it relates to the end results of the work only.

15. AUDIT OF RECORDS.

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
 - 1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation

insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents,

and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations.”

2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute to this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

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

20. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

21. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

22. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach Community Development Dept. 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Ken Robertson, Director krobertson@hermosabch.org	Ed Almanza PO BOX 9396 Laguna Beach, CA 92652 superpark@igc.org

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this 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.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City.

35. DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials JM
Consultant Initials EA

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

[Signature]
MAYOR

CONSULTANT

By: [Signature]
ED ALMANZA, PRINCIPAL

ATTEST:

[Signature]
Elaine Doerfling, City Clerk

546.84.7517
Taxpayer ID No.

APPROVED AS TO FORM:

[Signature]
Michael Jenkins, City Attorney

Exhibit A

City of Hermosa Beach City Yard Oil Drilling Project EIR Coordination ♦ Scope of Work May 7, 2012

General:

- Manage all aspects of the CEQA process
- Manage all aspects of project in close consultation with city staff, city attorney, and EIR consultant
- Review all documents and work of EIR consultant; educate city departments and coordinate review by city staff
- Prepare and distribute all staff reports, notices and communications
- Prepare land use and code amendments in concert with city staff
- Manage public process, communications with city staff and city attorney, agencies and interested parties, and policy boards, and applicant
- Manage contracts and fee reimbursement agreement, and oversee budget issues
- Maintain timelines; conduct standing conferencing

Step 1: Preliminaries

Step 1 consists of tasks preparatory to issuing the RFP for EIR consultant services. The key event, without which the hiring of the EIR consultant cannot proceed, is development of a Project Description that not only constitutes a complete application for processing the project's requested approvals, but is also sufficiently thorough to define the scope of work for the EIR consultant. Although the EIR scope can be adjusted to accommodate minor modifications after consultant selection, key elements (actions, methods, phasing and alternatives) should be sufficiently identified to ensure that the scope requested by the City during the consultant selection process accurately reflects the project's components. Some project elements (City yard relocation and alternatives) must be developed by the City (rather than by the applicant). These preliminary tasks (and the thoroughness with which they are completed) will greatly influence the overall schedule.

- 1a. Review prior project files and gain understanding of project history, scope, and entitlements required
- 1b. Confer with city and establish internal and public communications protocols (website, file sharing, email/public email, databases, etc.)
- 1c. Develop list of potential RFP recipients
- 1d. Begin to draft scope and tasks for RFP
- 1e. Identify all reviewing and responsible agencies

1f. Confer informally with local jurisdictions with recent relevant project experience for insights on scope and desirable consultant qualifications; confer/meet with responsible and trustee agencies regarding key issues and permits

1g. Develop City-generated elements of project description (City yard relocation)

1h. Identify full-range of requested approvals associated with all actions that will be subject of the EIR:

- On-site drilling operations
- Off-shore activities
- Pipeline alignment(s) and operation
- City yard relocation
- Post-drilling site restoration

1i. Identify information needs for developing RFP and EIR scope of work; identify further information needs (e.g., technical reports) for EIR analysis. Confer with applicant on both sets of needs.

1j. Receive Project Application from applicant (with associated information needs) and determine if the application is complete

1k. Prepare Initial Study (or equivalent)

Step 2: Hiring of EIR Consultant

2a. Finalize RFP

2b. Issue RFP to select group of qualified consultants

2c. Review proposals and select candidates for interview

2d. Interview short-listed consultants

2e. Refine scope of work and process contract with selected consultant (assemble contract and submit to City Council for approval)

Step 3: Scoping Process

3a. Compile mailing list of NOP recipients

3b. Prepare and issue Notice of Preparation (NOP); distribute notices to SCH, directly to key agencies, and the public

3c. With EIR consultant, coordinate and host agency and Public Scoping Meetings (est. 3 meetings)

Step 4: Preparation of Preliminary Draft EIR

4a. Coordinate EIR kick-off meeting (1st of regularly scheduled mtgs with EIR consultant)

4b. With EIR consultant, review NOP responses and Scoping Mtg input to confirm that proposed EIR scope is sufficient. Confer with responsible agencies to clarify their comments & expectations, if necessary.

4c. Coordinate with EIR consultant to clearly define assumptions, *Significance Thresholds*, project alternatives, and other required elements of the EIR. Review these with City staff and City Attorney

4d. Define *Project Objectives* to be used in EIR

Step 5: Review Preliminary Draft EIR

5a. Review EIR consultant's preliminary draft document and provide comments. Coordinate compilation of comments from other reviewing staff and City Attorney

5b. Meet with EIR consultant (if necessary) to discuss comments

Step 6: Issue Public Draft EIR

6a. Review EIR consultant's revised draft; direct consultant to revise further, or

6b. Issue Public Review Draft EIR (print copies and post online, distribute to SCH)

6c. File Notice of Completion and appropriate local announcements of document availability

6d. During 45-day public review period, prepare informational documents, oversee public noticing, and host EIR public workshops with EIR consultant (assume 2 meetings)

Step 7: Response to Comments

7a. Compile and review comments received

7b. Discuss comments with City Attorney, if warranted

7c. Meet with EIR consultant to transmit comments and give direction, as necessary

7d. Following preparation of responses, review consultant's work; comment and revise, as necessary

7e. Provide Response to Comments to commenting agencies and public

Step 8: Public Final EIR

8a. Direct consultant to prepare Mitigation Monitoring Program; coordinate city review of and provide review and comment

8b. Direct consultant to compile Final EIR; publish hardcopies and post online

8c. Oversee public noticing, prepare staff reports, and staff policy board hearings

Step 9: Post EIR Process

9a. File Notice of Determination per CEQA

9b. Assist City with EIR-based information for ballot measure

9c. Assist with other discretionary processes required (if ballot measure is approved).

Tasks and cost to be determined as project proceeds.

Exhibit B

CITY YARD OIL DRILLING PROJECT
EIR COORDINATION

TASK	ENVIRONMENTAL COORDINATOR	PROJECT PLANNER	TOTAL HOURS	HOURLY RATE	TOTALS
Step 1 Preliminaries	240	40	280	\$120.00	\$33,600
Step 2 Hiring of EIR Consultant	140	40	180	\$120.00	\$21,600
Step 3 Scoping Process	130	30	160	\$120.00	\$19,200
Step 4 Preparation of Preliminary Draft EIR	90	0	90	\$120.00	\$10,800
Step 5 Review Preliminary Draft EIR	50	0	50	\$120.00	\$6,000
Step 6 Issue Public Draft EIR	100	20	120	\$120.00	\$14,400
Step 7 Response to Comments	80	0	80	\$120.00	\$9,600
Step 8 Final EIR	50	40	90	\$120.00	\$10,800
Step 9 Post-EIR Process	10	40	50	\$120.00	\$6,000
Total Labor					\$132,000
DIRECT EXPENSES					
Misc printing					\$250
Mileage @ .55 per mile					\$700
Other travel (mtgs with resp agencies - airfare)					\$2,200
Postage/Deliveries					\$200
Insurance (estimated per 12-month period)					\$3,550
Total Direct Expenses					\$6,900
TOTAL					\$138,900

Note: All hours are estimates and assumed to be adjustable according to actual tasks.

Ed Almanza & Associates \ May 16, 2012

ED ALMANZA
Ed Almanza & Associates

RESUME

PROFESSIONAL STATEMENT

Ed Almanza & Associates is an environmental consulting firm in Laguna Beach, California, specializing in environmental documents, environmental research and natural resources planning. The firm serves both public and private sector clients. Established in 1987, Ed Almanza & Associates has developed an expertise in preparing legally defensible CEQA and NEPA documents that not only fulfill legal mandates, but also serve as problem-solving tools for project planners. The firm regards the role of environmental consultant as that of an active member of the project planning team. In this capacity, we directly participate in resolving issues related to environmental constraints, in contrast to a more conventional role of merely documenting constraints and impacts in a boiler-plate format. To this end, the firm principal participates in all levels of environmental document preparation.

Project experience encompasses a broad range of scales and types of projects, including CEQA and NEPA documents for infrastructure projects, regional parks, community specific plans, residential tract maps, and commercial-industrial developments. Most recently, Ed Almanza & Associates produced the EIR for the *Playa del Norte* (LAB) commercial development at North Beach in the City of San Clemente. Also for San Clemente, working closely with the City's Engineering Division, we recently prepared both CEQA and NEPA documents for State and Federal assistance grants to expand the City's recycled water system. In the past, Ed Almanza & Associates prepared major EIRs to address each of the inland ranch areas in San Clemente, *Talega*, *Marblehead*, *Forester* and *Rancho San Clemente*. Among other large projects, the firm prepared the EIR for the *County of Monterey General Plan Update* in 2004. We are currently assisting the *City of San Juan Capistrano*, another repeat client, with CEQA review of a new community park on a parcel recently annexed to the city, and rehabilitation of an historic property in the old downtown. We are also providing CEQA documentation for infrastructure improvements at the J. B Latham Wastewater Treatment Plant for *SOCWA* (South Orange County Wastewater Authority) in Dana Point.

In addition to preparing CEQA and NEPA documents, the firm also offers expertise in conducting scientific research to address environmental planning issues. Our multi-disciplinary abilities allow us to bridge the gap between some of the more esoteric areas of environmental science and the needs of environmental planning and policy formation. Examples include the research we conducted on endangered species for Southern California Edison and more recent work to map invasive plant species for The Nature Conservancy, using digital imagery. We also offer expertise in applications requiring Geographic Information Systems (GIS) for assimilation and analysis of environmental data. Our clients have found these tools useful in supporting policy decisions related to preservation and management of natural resources.

PROFESSIONAL MILESTONES

- 1998 to Present
1997
1992
1987
1985 – 1987
1980 – 1983
- Preparation of various environmental documents; Resource mapping for The Nature Conservancy and the Zoological Society of San Diego.
Founded the *Habitat Technologies Implementation Program* for the development and application of geo-spatial technologies to habitat monitoring and management.
Founded The Superpark Project to study habitat requirements of the California Gnatcatcher and other coastal sage scrub species.
Founded Ed Almanza & Associates, environmental research & consulting
Full-Time consultant to EDAW, Inc. (Irvine), environmental consulting
Project Manager, LSA, Inc. (Newport Beach), environmental consulting

EDUCATION

- M.A., Geography, University of California, Santa Barbara, 1980
B.A., Geography, University of California, Santa Barbara, 1976

REFERENCES

William Ramsey, AICP
Principal Planner
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Contact information for additional clients is gladly provided upon request.

LARRY LAWRENCE AICP

SUMMARY:

Larry Lawrence has 36 years of experience as a planning consultant and city staff planner. During that time, Mr. Lawrence has prepared general plan elements, zoning codes, sign and subdivision codes, specific plans, environmental impact reports, hillside protection ordinances, annexation studies, and a number of other plans and documents.

Prior to forming Lawrence Associates, Mr. Lawrence was a planner for the City of San Juan Capistrano. His responsibilities included managing the current planning division and coordinating the Environmental Review Board. He also prepared the City's Land Use Code, growth management ordinance, and various planned community ordinances.

Mr. Lawrence holds a masters degree in city planning and is a member of the American Planning Association.

PROFESSIONAL HISTORY:

Principal/Owner, Lawrence Associates
Senior Planner, City of San Juan Capistrano
Assistant/Associate Planner, City of San Juan Capistrano
Planning Intern, County of San Diego

EDUCATION:

Master of City Planning, San Diego State University
B.A. Psychology, University of California, Berkeley
Design courses, UCI landscape arch. certificate program.

AFFILIATIONS:

American Planning Association
American Institute of Certified Planners

REPRESENTATIVE EXPERIENCE:

Carson General Plan - Coordinating preparation of major General Plan update, including maintenance of the work program and schedule, review and markup of draft elements, preparation of staff reports, and quality control.

Newport Beach: Recreation & Open Space Element, and Other Projects - Prepared new General Plan Element, revised Santa Ana Heights Specific Plan; prepared rezoning and General Plan Amendments for Santa Ana Heights, Newport Coast, and Bay Knolls annexations; prepared staff analysis and

reports for Koll Center Newport expansion. Also prepared a major revision to the City's Subdivision regulations.

San Clemente: Forster Ranch Specific Plan - As a city contract planner, created specific plan regulations for the 1900-acre Forster Ranch planned community in San Clemente. The plan contains development standards, land use and circulation master plans and related elements.

San Clemente: Plaza Pacifica - Review and analysis of a power center containing a WalMart, Lowe's, Albertson's, and other major anchors.

Aliso Viejo Advisory Planning Committee: Land Use Applications - Prepared analyses and recommendations on all land use proposals before the Committee.

Laguna Niguel: The MarketPlace at Laguna Niguel - Reviewed all architectural elevations and design details for a major shopping center recently completed at Pacific Park Drive and Alicia Parkway. Reviewed plans, prepared staff reports, and presented design analyses to the Planning Commission and City Council. Also prepared slide shows to illustrate good and bad design approaches and show that it is possible to build a non-ugly WalMart.

San Juan Capistrano: Current Planning - As manager of current planning and later as a contract planner for the City, analyzed and processed major projects including tentative maps, grading and landscape plans and schematic elevations. These included large planned communities, such as Whispering Hills, Lomas San Juan and Pueblo Serra.

La Quinta: Zoning Code - Prepared a new zoning code and consistency rezoning for the City of La Quinta, including computer graphics to illustrate required setbacks and building heights, fence regulations, and other development standards.

Laguna Niguel: Design Guidelines - Prepared citywide

community design guidelines for the City of Laguna Niguel, including residential, office, industrial, and commercial architecture, site planning, and landscaping. The Guidelines addressed such items as outdoor lighting, pedestrian spaces and walkways, parking layout, street trees, entry landscaping, building mass and form, building elevations, architectural style and harmony, roofs, materials and colors sign design, fences and walls.

Laguna Niguel: Zoning Code - Prepared a new zoning code and consistency rezoning for the City of Laguna Niguel to replace seven planned community ordinances. The project involves a land use/development survey of the City in order to determine the setback and other standards of development on the ground, the preparation of a new zoning scheme and zoning map, preparation of new supplemental regulations, such as for special events, accessory uses, adult businesses, etc., and the overhaul of permitting procedures.

San Juan Capistrano: Zoning Code - Authored the San Juan Capistrano Land Use Code. The Code includes overlay districts to address such concerns as hillside protection and floodplain zoning. Subdivision regulations, with provisions for lot design, park dedication, and other issues, are also integrated into the Code.

Claremont: Subdivision Regulations - Completed comprehensive subdivision regulations for the City of Claremont, including provisions for compliance with state law regarding vesting maps, environmental review, review period limitations, park dedication, school site reservation, rental conversions, lot line adjustments, mergers, and reversions to acreage.

**COMPUTER
SKILLS:**

WordPerfect, Word, Excel, Photopaint, CorelDraw, and CAD Designer.

