

ATTACHMENT A

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE
CITY OF VENTURA AND IMPACT
SCIENCES, INC.**

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CITY OF VENTURA

PROFESSIONAL SERVICES AGREEMENT

The City San Buenaventura and Impact Sciences, Incorporated

This Agreement, is entered in duplicate on the dates set forth below by and between the City of San Buenaventura, a municipal corporation of the State of California, (hereinafter referred to as "City"), and Impact Sciences, Incorporated, a California Corporation (hereinafter referred to as "Consultant").

By this Agreement, City agrees to engage the services of Consultant, and Consultant agrees to perform the services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

1. Consultant's Services.

Consultant shall perform the tasks, obligations, and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Exhibit "A."

2. Compensation for Consultant's Services.

City shall pay Consultant for the services performed by Consultant pursuant to the terms of this Agreement the compensation set forth in the "Schedule of Compensation" attached hereto as Exhibit "B." The compensation shall be paid at the time and manner set forth in Exhibit "B."

3. Living Wage Requirements.

Consultant understands and agrees that this Agreement is subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code entitled, "Living Wages and Benefits for City Services," a copy of which has been provided to Consultant. By reason thereof, during the term of this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. Moreover, Consultant will require any of its successors, assigns, and subcontractors who receive any compensation or other emoluments arising out the performance of the services provided for by this Agreement to similarly pay and/or provide such wages and/or benefits to all of their employees engaged in whole or in part in performing the such services. In addition, Consultant and any of its successors, assigns and sub-Consultants who received any compensation or other emoluments arising out of the performance of the services provided for by this Agreement will post the "Notice to Employees" and provide the other information required by Section 2.525.170 of Chapter 2.525 at the time in the manner provided for by that section.

Consultant also understands and agrees that any violation of Chapter 2.525 of the San Buenaventura Municipal Code will be deemed to be a material breach of this Agreement entitling City to suspend or terminate this Agreement and/or impose the civil penalties provided for by Section 2.525.400 of Chapter 2.525.

By initialing this Section, Consultant agrees that it has been provided with and read a copy of Chapter 2.525 of the San Buenaventura Municipal Code as well as this Section, and that Consultant understands Chapter 2.525 and this Section.

Consultant's initials: _____

4. Term of Agreement.

The term of this Agreement shall be from April 19, 2011 to December 31, 2012.

5. Commencement of Performance.

Consultant shall not perform any work under this Agreement until: (i) Consultant furnishes proof of insurance as required under paragraph 11 of this Agreement, and (ii) City gives Consultant a written, signed, and numbered purchase order (which shall serve as a Notice to Proceed). All services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

6. Status of Consultant.

The City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall 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.

7. Designative Representative.

(a)	Name:	<u>Tony Locacciato, AICP</u>
	Title:	<u>Managing Principal</u>
	Address:	<u>803 Camarillo Spring Road, Suite A</u>
	City State Zip:	<u>Camarillo, CA 93012</u>
	Email:	<u>locacciato@impactsciences.com</u>
	Telephone:	<u>(805) 437-1900</u>

shall be the designated Consultant Representative and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City Representative. Consultant's professional services shall be actually performed by, or shall be immediately supervised by, the Consultant Representative.

(b)	Name:	Dave Ward
	Title:	Planning Manager
	Address:	501 Poli Street, P.O. Box 99
	City State Zip:	Ventura, CA 93001
	Email:	<u>dward@cityofventura.net</u>
	Telephone:	(805) 677-3964

shall be the designated City Representative.

8. Assignment.

This Agreement is for the professional services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void.

9. Records and Inspections.

The Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. The City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

10. Hold Harmless.

Consultant shall hold City and City's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to Consultant's performance of its services pursuant to this Agreement. In the event City and/or any of City's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or wrongful conduct, Consultant shall indemnify them for any judgment rendered against them for such negligent act, negligent omission or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees.

Consultant also understands and agrees that it is being employed to perform the services provided for by this Agreement because of Consultant's professed expertise and experience in performing such services. In addition Consultant understands and agrees that while City or City's officers, employees, agents or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by Consultant pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, Consultant waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Consultant pursuant to this Agreement.

11. Insurance.

Prior to commencing performance of the services required by this Agreement, and at all other times this Agreement remains in effect, the Consultant shall procure and maintain in full force and effect all of the insurance required by Exhibit "C" attached hereto and by this reference incorporated herein.

12. Covenants and Conditions.

Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

13. Termination.

At any time, with or without cause, the City shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to Consultant pursuant to Paragraph 20 of this Agreement. There shall be no period of grace after giving the notice of termination. Termination shall become effective immediately upon the giving of notice as provided in Paragraph 20 of this Agreement.

14. Effect of Termination.

Upon termination as stated in Paragraph 13 of this Agreement, City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law.

15. Ownership of Consultant's Work Product.

City shall be the owner of any and all computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic form, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

16. Taxpayer Identification Number.

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 2000), as issued by the Internal Revenue Service.

17. Non-Appropriation of Funds.

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

18. Modification of Agreement.

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Consultant.

19. Use of the term "City."

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

20. Notices.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed to each party's designated representative as set forth above. When addressed in accordance with this paragraph, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall 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.

21. Permits and Licenses.

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

22. Waiver.

A waiver by the City of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

23. Governing Law.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Ventura County.

24. Integrated Agreement.

This Agreement represents the entire Agreement between the City and the Consultant and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

In witness whereof, the parties have signed this agreement on the dates set forth below.

CITY OF SAN BUENAVENTURA

By: _____
Rick Cole
City Manager

_____ Date

IMPACT SCIENCES, INCORPORATED

By: _____
Thomas Worthington
President

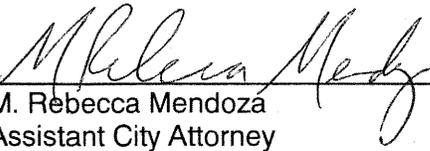
_____ Date

By: _____
Mark Austin
Deputy COO

_____ Date

APPROVED AS TO FORM:
ARIEL PIERRE CALONNE, CITY ATTORNEY

ATTEST:

By:  _____
M. Rebecca Mendoza
Assistant City Attorney

By: _____

City Budget and Account No. 53203/33106/33106-101/01

EXHIBIT A
STANDARD FORM PROFESSIONAL SERVICE AGREEMENT
(City of San Buenaventura and Impact Sciences, Incorporated)

SCOPE OF SERVICES

The Consultant, Impact Sciences, Incorporated shall perform all the necessary project tasks, methodologies, and work products as identified and described below for each environmental documents that may be required for the Westside Community Plan Environmental Impact Report.

Task 1 – Prepare Revised Notice of Preparation and Participate in Scoping Meeting

Consultant shall prepare a new Notice of Preparation (NOP) for the preparation of the EIR for the Westside Community Plan for review by the City, revise, and finalize the NOP after review by the City. Provide the City with an electronic copy for distribution.

The State CEQA Guidelines require that the lead agency conduct the environmental review of a proposed project conduct a public scoping meeting for any project of statewide, regional, or area-wide significance as defined in the State CEQA Guidelines. Impact Science will coordinate with City staff to organize and conduct this meeting. Impact Science shall prepare and deliver a brief presentation, using either presentation boards or PowerPoint slides as appropriate, describing the CEQA process, the proposed project development options, and the proposed scope of study for the EIR.

Deliverables:

- One (1) electronic/printable copy of the NOP for distribution by the City.
- Attendance of Impact Science staff at scoping meeting.

Task 2 – Prepare Administrative Draft EIR for Review by the City

Impact Sciences shall prepare an Administrative Draft EIR for review by City of Ventura staff. Based on the reduction in the size of the project to include only the Westside Community Plan area and the land use changes proposed. Consultant anticipates the EIR will likely be scoped to address the following topics:

- Aesthetics
- Air Quality and Greenhouse Gas Emissions
- Cultural Resources (Historic)
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services (Fire, Police, Schools, Libraries, Parks, and Solid Waste)
- Transportation, Circulation and Parking
- Utilities and Service Systems (Water and Sewer)

Consultant anticipates that all other environmental topics, such as, Agricultural Resources, Cultural Resources (archaeology and paleontology), and Mineral Resources will be addressed in the Effects Found Not to Be Significant section of the EIR.

Consultant's approach to the preparation of each of the sections of the EIR is describe as follows:

Introduction

This section will provide the reader, who may have little or no experience in reading an EIR, an understanding of the process. The purpose of an EIR will be defined and accompanies by references to the *State CEQA Guidelines* and statutes, as appropriate. The format and content of the EIR will be explained, standards will be briefly discussed; and the roles and responsibilities of the City of Ventura, as the lead agency conducting this process, and any responsible and trustee agencies will also be explained.

Executive Summary

A concise summary of the information contained in the main chapter of the EIR will be presented in this section, in accordance with Section 15123 of the *State CEQA Guidelines*. Project and cumulative impacts will be briefly summarized by topic in a table format that will state the impact, provide abbreviated versions of recommended mitigation measures, and identify the level of impact significance following implementation of the recommended mitigation measures. Alternatives evaluated, areas of know controversy, and issues remaining to be resolved will also be identified, consistent with the requirements of the *State CEQA Guidelines*.

Project Description

A detailed project description of the Westside Community Plan Project, including maps, plans, and other graphics sufficient to fully define the project and its location will be prepared. The project description will meet the content requirements of the State CEQA Guidelines by identifying the project objectives (e.g. the major Goals and Policies of the Westside Community Plan), each of the proposed discretionary approval actions, the physical characteristics of the Westside community area, and the estimated amount of industrial, commercial and residential development serving as the basis for the analysis in the EIR.

This description will also describe the major components of the Westside Community Plan proposed to change the character of Westside community, including the key circulation and streetscape improvement proposals, the design guidelines and the land use and development standards proposed.

Impact Analysis

Impact Sciences will provide analysis of each of the EIR topics both a project-specific and cumulative level, based on the identified significance thresholds listed for each topic.

Each of the topical sections in the EIR will be organized as follows:

- Environmental setting
- Thresholds of significance
- Impact assessment, including direct and indirect effects
- Mitigation measures
- Cumulative impacts, assessed consistent with *State CEQA Guidelines* Section 15130

Impact Sciences proposed to develop significance thresholds for each topic based on the questions in the standard City of Ventura CEQA Initial Study Checklist Form, and review and revise these thresholds as needed after review with City staff.

Aesthetics

This section will evaluate potential project impacts on the aesthetic character of the Westside Plan area and surrounding areas, the creation or obstruction of views, effects on ambient nighttime light levels, and the creation of new sources of daytime or nighttime glare.

Development and design standards contained Westside Community Plan and Westside Development Code related to the density, height, and bulk of proposed development, along with the proposed landscaping, will be described and evaluated for consistency with the City's General Plan and Zoning standards and compatibility with surrounding neighborhood.

Changes in the visual character of the project area and surrounding area will be evaluated primarily on the basis of graphic materials contained within the Westside Community Plan and Westside Development Code including photographs, plans, cross-sections, elevations and, renderings.

Future sources of light, including interior and exterior lighting, and daytime glare resulting from parked cars and building surfaces will also be assessed based on the development standards in the Westside Community Plan.

**** *As an Optional Task, Impact Science shall prepare photo visual simulations to supplement the graphic information available in the Westside Community Plan. To determine appropriate viewpoints for these visual simulations, Impact Science will complete a photo reconnaissance of locations selected by City staff, taking several photographs of each location. Impact Science will then review these photographs with City staff to determine the images to be used in the photo simulations. To create the visual simulations, Impact Science will use commercially available existing 3D models of suitable buildings that are representative of the scale and massing of development that would be allowed by the proposed specific plan or 3D building models provided by the City Representative landscape and streetscape improvements will be added. The cost for each photo simulation is \$2,300. This work will only be provided as specifically authorized by City staff. *****

Air Quality

The criteria for determining the significance of impact related to air quality are provided in the environmental checklist form in Appendix G of the State CEQA Guidelines. The State CEQA Guidelines indicate that significance thresholds established by the applicable air quality management or air pollution control district may be relied on to make determinations of significance. The Ventura County Air Pollution Control District (VCAPCD) Air Quality Assessment Guidelines ("Guidelines") provided threshold for assessing the significance of air quality impact from a project's criteria pollutant emissions. Impact Sciences shall perform the tasks described below to assess the significance of the Westside Community Planning Project in accordance with the VCAPCD Guidelines.

Air Quality Setting

Impact Sciences will summarize the existing air quality setting in the region. The discussion will describe the region's attainment status with respect to the federal and state ambient air

quality standards, VCAPCD rules, regulations, and plans that would apply to the project, and the local ambient pollutant concentration for the project area based on recent monitoring data from VCAPCD monitoring stations.

Construction Air Quality Impacts

Development that would occur for the Westside Community Planning Project would result in short-term construction emissions of reactive organic compounds (ROCs), nitrogen oxides (Nox), carbon monoxide (CO), sulfur oxides (Sox) respirable particulate matter (PN10), and fine particulate matter (PM2.5). Based on the amount of additional development projected by the City, construction emissions will be estimated using the URBEMIS2007 (Urban Emissions) Environmental Management software, as well as emission factors and tools from the VCAPCD, California Air Resources Board (CARB), and/or the US Environmental Protection Agency (EPA). The analysis may also use the CalEEMod land use emissions model, which provides enhanced greenhouse gas emissions analysis.

Construction would occur sporadically over time as individual development projects are approved and are constructed throughout the plan area. Therefore, the construction emission will be estimated by using reasonable assumptions. The VCAPCD does not recommend thresholds of significance for construction. However, emissions that exceed a certain amount are required to implement mitigation measures. The construction emission will be compared to the mitigation screening levels. Emissions that exceed the levels will be identified as a potentially significant impact and VCAPCD-recommended measures will be included as required mitigation. The VCAPCD also recommends that large development projects that may result in substantial grading and excavation include a particulate modeling analysis to determine if such activities could cause or contribute to a violation of an ambient particulate air quality standard in an area where people live and work. The potential for disturbance of soils to result in San Joaquin Valley Fever exposure impacts will also be recommended if the project could potentially create an impact. Emissions of toxic air contaminants (TACs) also have the potential to cause adverse health impacts. The primary source of TACs associated with construction would be the combustion of diesel fuel from construction equipment. From a programmatic level, Impact Science will evaluate the potential for these health impacts to occur. Asbestos is listed as a TAC by the State of California and the US EAP. The demolition or renovation activities involving asbestos materials are subject to VCAPCD Rule 62.7 (Asbestos, Demolition and Renovation). Compliance with VCAPCD Rule 62.7 is adequate to ensure that asbestos entrainment will not cause a significant adverse impact.

From a programmatic level, all emissions from future construction that may exceed the applicable standards will be identified and VCAPCD-recommended measures will be included as required mitigation. Compliance with such measures will generally reduce construction-related impacts to less than significant.

Operational Air Quality Impacts

Operational Criteria Pollutant Emissions: Occupancy and use of new buildings in the Westside Community Plan area would result in emissions of VOCs, Nox, CO, Sox, PM10, and PM2.5. These pollutants will be estimated using the URBEMIS2007 model, as well as other VCAPCD, CARB and/or US EPA emission factors and tools, as needed. The analysis may also use the CalEEMod land use emission model, which provides enhanced greenhouse gas emissions analysis. Expected emission sources include mobile sources

and stationary/area sources. Stationary/area source emissions would be generated from natural gas combustion and landscaping equipment. Typical residential water heaters, commercial boilers, and landscaping equipment emission are included in the models. Evaporated emissions would be generated from the application of architectural coatings, asphalt paving, and the use of consumer products, which are also included in the models. Other stationary/area source emissions, such as emergency generators, will be estimated separately using equipment-specific emission factors from the VCAPCD, CARB, and/or U.S. EPA. The equipment will be assumed to comply with applicable VCAPCD permitting requirements including Best Available Control Technology (BACT). The operational emissions will be compared to the VCAPCD thresholds of significance.

Carbon Monoxide Hotspots: Ventura County has registered CO levels well below the air quality standards for recent years. Nonetheless, actions that result in traffic congestion and result in the degradation of the Level of Service (LOS) of roadway intersection from "D" or better to "E" or worse have the potential to cause localized CO hotspots. Using LOS provided in the traffic projections to be provided by the City, Impact Science will conduct a screening analysis to determine whether any impacted intersection could potentially result in the formation of CO hotspots. Because CO concentrations in the region are relatively low compared to the standards, impacts are not expected. Nonetheless, the screening analysis will be used to confirm that no CO hotspots would result from project operation.

Operational Toxic Air Contaminants: Certain types of actions and land uses have the potential to operational TAC emissions. The VCAPCD Guidelines lists common sources of TACs in Ventura County. The potential for health risks will be assessed based on the type and location of land uses permitted by the Westside Community Plan and CARB's recommendation that lead agencies consider land use compatibility in the context of air quality by avoid citing sensitive land uses within certain distances of land uses that emit TACs, such as freeways or heavily traveled roads and gasoline stations, whenever possible. These recommendations are described in CARB's publication, *Air Quality and Land Use Handbook* (2005). The potential for the project to impact sensitive receptors or to be impacted by source of TACs will be assessed in accordance with the CARB land use compatibility recommendations.

Odor Impacts

Certain types of actions and land uses have the potential to generate odorous emissions. According to the VCAPCD, these actions and land uses include wastewater treatment facilities, sanitary landfills, solid waste transfer stations, composting facilities, asphalt batch plants, painting and coating operations, fiberglass operations, food processing facilities, coffee roasters, commercial charbroiling, feed lots/dairies, petroleum refineries and other uses. The evaluation of odor impacts will be based on an analysis of the project's consistency with recommended land use compatibility guidelines from VCAPCD and CARB. If there is a reasonable potential for odor complaints, Impact Sciences may contact the VCAPCD and request information pertaining to any past odor complaints in the project area over the past three years and extrapolate the potential for future odor complaints from the proposed developments or on the proposed developments.

Cumulative Air Quality Impacts

The VCAPCD Guidelines recommends that cumulative impacts on air quality utilize the project-specific thresholds. Projects that exceed the operational emissions thresholds are

considered to be cumulatively considerable. The VCAPCD Guidelines also recommends that a project's cumulative impact be assessed based on consistency with the growth projections and emission control strategies contained in the latest air quality management plan (AQMP) and the region's General Plan. The potential for the cumulative impact will be assessed in accordance with the VCAPCD Guidelines.

Air Quality Mitigation

If significant air quality impacts are identified during construction or operation, feasible mitigation measures will be recommended and the effects of the measures evaluated. The impacts after the implementation of mitigation measures will be reassessed and the reductions quantified, if possible. The significance of the mitigated projects will be reevaluated with respect to the thresholds of significance.

Greenhouse Gases

Construction and operation of the project would result in direct and indirect greenhouse gas (GHG) emissions. The criteria for determining the significance of impacts related to GHGs are provided in the environmental checklist form in Appendix G of the State *CEQA Guidelines*. As for the date of this scope of work, the VCAPCD has not formally adopted a significance threshold for assessing the impacts from a project's GHG emissions. Other air districts have adopted numerical thresholds (such as the Bay Area Air Quality Management District) or are in the process of developing thresholds (such as the South Coast Air Quality Management District). While the VCAPCD has not adopted a numerical threshold, in 2010 the VCAPCD released a publication, *The Ventura County Climate Change Almanac* (2010), which contains a list of measures for individuals and companies to reduce GHG emissions. These GHG reduction measures are generally similar to recommendations from other agencies, such as CARB, the Office of Planning and Research (OPR), the Attorney General's Office, and the California Air Pollution Control Officer's Association. The analysis will be based on general consistency with the VCAPD-recommended GHG reduction measures.

Greenhouse Gas Setting

Impact Sciences will briefly summarize the existing GHG and climate change setting. The discussion will describe the GHG regulations and plans that would be relevant to the project, with particular focus on AB 32 and SB 375. Impact Sciences will also describe the current state of any applicable GHG reduction guidelines and General Plan strategies that are available from VCAPCD and the lead agency.

Greenhouse Gas Emission

The generation of GHG emissions from the development that would occur under the Westside Community Planning Project is related to the generation of criteria pollutant emissions. Therefore, Impact Sciences proposes to use the methodologies described in the air quality task to estimate the GHG emissions from construction and operation of the project. Construction emissions will be estimated using URBEMIS2007 and/or CalEEMod and the assumptions used in the air quality analysis. Operational emission will also be estimated using URBEMIS2007 and/or CalEEMod. Emissions from other stationary sources, such as emergency generators will be estimated using emission factors from the VCAPCD, CARB, and/or U.S. EPA.

In Addition to the above GHG emission, state guidance from OPR recommends that a GHG analysis include emissions from indirect off-site sources such as electricity generation, water delivery, wastewater generation, and solid waste decomposition. Estimates of electricity demand, water demand, wastewater generation, and solid waste decomposition will be estimated using data provided in the project's utilities analysis. Impact Sciences may also rely on data from similar projects or from agencies such as the California Energy Commission, California Integrated Waste Management Board, and CARB to estimate electricity, water, wastewater, and solid waste rates. GHG emission factors for these sources will be obtained from CARB, the Climate Registry, or other appropriate agencies. The analysis will include a discussion of project design features and measures that would reduce GHG emission and will calculate the GHG reductions from these project design features and measures to the extent that data is available from the utilities section and other relevant technical reports (traffic impact report, etc.). The GHG emissions will be assessed based on its consistency with the state's GHG reduction targets contained AB 32 and/or SB 375.

Consistency of Greenhouse Gas Reductions with Applicable Plans

In addition to an emission-based analysis, the CEQA Guidelines require projects to evaluate its consistency with applicable plans that have been adopted for the purpose of reducing GHG emissions. Impact Sciences will discuss applicable state, regional, and local plans that have been adopted for the purpose of reducing regional GHG emissions. The analysis will focus on the targets established by CARB under AB 32 and SB 375 for the Southern California Association of Governments (SCAG). Under AB 32, the state is required to reduce 2020 emissions to 1990 levels. Under SB 375, SCAG is required to develop a Sustainable Communities Strategy (SCS) that demonstrates how the region will reduce GHG emissions from vehicle miles traveled by eight percent by 2020 and 13 percent by 2035 from automobiles and light trucks compared to the 2005 baseline year. Both CARB and SCAG are in the process of developing regulations and the SCS; therefore, consistency cannot be explicitly determined. No single project is responsible for meeting the reduction targets under AB 32 or SB 375. Thus, the analysis will estimate the project contribution to the 2020 and 2035 regional GHG reduction targets and will make a reasonable determination of its consistency with any adopted and preliminary strategies that have been drafted by CARB and SCAG. Furthermore, the AB 32 *Climate Change Scoping Plan* describes the strategies that CARB is pursuing to reduce statewide GHG emissions. While the AB 32 *Climate Change Scoping* plan address statewide strategies rather than project-specific measures, the analysis will also make a reasonable determination of its consistency with statewide regional transportation GHG reduction strategy.

Greenhouse Gas Mitigation

If significant GHG impacts are identified, appropriate mitigation measures will be recommended. Feasible mitigation will be identified based on guidance from VCAPCD, CARB, and other agencies that have been provided factual and scientific guidance on mitigating GHG impacts. The impacts after the implementation of mitigation measures will be reassessed and the reductions quantified, if possible. The significance of the mitigated project will be reevaluated with respect to the thresholds of significance.

Biological Resources

Existing documentation related to biological resources within, or in the vicinity of, the Westside Community Plan area will be reviewed. This will include a review of the following: (1) the Entrix March 2007 Ventura River Multiple Species Habitat Conservation Plan; (2) the 2005 Ventura General Plan; (3) the most recent edition of the California Natural Diversity Data Base (CNDDB), listing historical and recent occurrences of special-status animal species in the project area; (4) the most recent edition of the California Native Plant Society (CNPS) database, listing historical and recent occurrences of special-status plant species in the project area; (5) California State University, Pomona 2008 Vision Plan for the Lower Ventura River Parkway; (6) the National Marine Fisheries Service 2009 Southern California Steelhead Recovery Plan; (7) the California Polytechnic State University, San Luis Obispo December 2006 Westside and North Avenue Draft Background Report; and (8) other previous documentation, including focused survey reports for sensitive plant and wildlife species describing the biological resources of the project site or immediate vicinity, as available.

Current baseline conditions and habitat quality will be assessed through a reconnaissance level field focusing on the edge of the Westside Community Plan area along the Ventura to provide updated information on native plant communities in undeveloped areas. Jurisdictional resources will be identified within the community plan area during the vegetation mapping conducted during this survey.

The Biological Resources section will provide existing conditions and existing resources, project impact analysis based on State CEQA Guidelines Appendix G thresholds of significance used by the City of Ventura, mitigation measures to reduce impacts to less than significant, and residual impacts, and cumulative impacts. Direct and indirect cumulative, short and long-term impacts to existing biological resources resulting from Westside Community Plan will be assessed, and feasible mitigation measures and alternatives will be identified.

Cultural (Historical) Resources

The Historical Resources section will address the potential for direct or indirect impacts to historical resources. This section will incorporate information from a historical context and survey report of the Westside Community Plan prepared by Galvin Preservation Associates, Inc. The potential for significant impacts to historical resources exists both at the Community Plan level and as a result of the development of individual projects that could be allowed with implementation of the proposed Community Plan and adoption of proposed form-based development standards. This section of the EIR will determine if potential impacts to historical resources and/or adherence to the Secretary's Standards and guidelines with regard to compatible new construction. Appropriate mitigation will be identified and incorporated. While some development proposals are conceptually presented in the Westside Community Plan, no specific development proposals are proposed at this time. Therefore, analysis of impacts related to historical resources will be made at the programmatic level; specific development projects within the Community Plan level area will require project-level review when these project eventually come forward for further CEQA to identify impacts to project-specific historic resources impact and to identify appropriate mitigation measures.

Geology and Soils

Impact Sciences shall prepare the Geology and Soils section on a report to be prepared by Leighton and Associates assessing potential geological and geotechnical impacts or constraints in the Westside Community Plan area. This report will address the topics identified in the California

Geological Survey's Guidelines for Geologic/Seismic Considerations in EIRs. Other reference materials will be consulted as appropriate, including, but not limited to: City's General Plan (including the Seismic Safety Element); local and regional geologic mapping studies; Alquist-Priolo Earthquake Fault Zoning Act maps; Seismic Hazard Mapping Act maps; Mineral Resource Zone maps; and other available reference materials.

A site reconnaissance survey will be completed and a literature search will be conducted to identify maps or literature relevant to the Westside Community Plan Area. As necessary to properly characterize the geologic setting of the area, aerial photographs will be reviewed to identify landforms that may be caused by active faults, landslides, liquefaction features, or other geologic causes.

The report will address historic and current groundwater levels, and the potential for mineral deposits and oil resources, and the impact that land development or uses may have on the future recoverability of these resources. A seismic hazard assessment will be conducted in accordance with the current California Building Code for all active faults within 100 km (62 miles) of the development area; and the potential for natural and seismic ground failure, including liquefaction and slope instability, based solely on a review of existing reference materials. Based on this information, geologic and geotechnical Maps will be prepared for the Westside Community Plan Area illustrating the geologic, hydrogeologic, and seismotectonic settings.

Potential impacts related to the geological and geotechnical conditions of the Westside Plan area will be determined in accordance with CEQA guidelines and measures for mitigating potential geologic and geotechnical hazards or constraints, including analysis of impacts following mitigation, will be identified as appropriate.

Hazard and Hazardous Materials

Impact Sciences shall base the Hazard and Hazardous Materials section on a Phase I Environmental Site Assessment (ESA) to be prepared by Applied Environmental Technologies (AET). This section of the EIR will summarize the findings of this study with regard to known environmental conditions of concern on or near the site. The objective of the Phase I ESA will be to identify potentially hazardous or toxic materials that would be considered a recognized environmental condition (REC) or an area of potential concern (APC) that may require additional detailed assessment and/or mitigation (remediation) at the Site. As defined in the American Society for Testing and Materials (ASTM) Designation E 1527-05, that constitutes the scope of work for All Appropriate Inquiry (AAI), recognized environmental conditions include "the presence or likely presence" of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property.

The Phase I ESA will include review of readily available historic aerial photographs and maps of the Westside Community and vicinity. The aerial photographs and maps will be reviewed for evidence of past use of the Westside Community and surrounding area that could potentially represent a recognized environmental condition or APC and review of historical records at the appropriate State, County or City offices for information regarding the Westside Community. Other local agencies may be contacted regarding historical usage of the Westside Community such as the Fire Department.

Federal, State, and County lists of properties within specific radii up to a one-mile radius of the Westside Community with known or suspected contamination or that store or use hazardous materials will be reviewed. These lists include properties that generate hazardous wastes, have

above ground or underground storage tanks, and the proximity of State or Federal superfund areas. A reconnaissance survey to observe environmental conditions in the Westside Community will also be conducted. Existing tenants or occupants, if any, will not be disturbed, unless access is provided by the City.

The Phase I ESA report will present conclusions concerning the potential presence of recognized environmental conditions (hazardous substances or petroleum products that do not represent a de minimis condition) or APCs that may require additional assessment. The report will include a summary of the appropriate assessment and mitigation measures to fully assess and/or remediate potential soil and/or groundwater contamination at the Westside Community prior to development.

Hydrology/Water Quality

Impact Sciences shall base the Hydrology and Water Quality section on a study to be prepared by Hawks and Associates. This section of the EIR will summarize the findings of this study with regard to hydrology, hydraulic and water quality. Specifically, the study will evaluate effects of the development and Best Management Practices (BMPs) on surface runoff flow, depth, duration, velocity, erosion, 100-year flood plain and floodway, and impacts to drainage facilities.

In addition, impacts to groundwater recharge, water table and groundwater usage will be assessed. Also, the study will assess water quality and summarize current water quality concerns, and violations of water quality standards or waste discharge requirements. The study will assess ways the project could degrade water quality and demonstrate how current and proposed use of BMPs could alleviate impacts.

Land Use and Planning

The Westside Community Planning Project includes a form-based Development Code for the Westside Community area proposed for adoption as part of the City's Zoning Ordinance to implement the goals and objectives of the General Plan. This Development Code is made up of a regulating plan and development standards for the development zones identified in the Westside Community as defined in the General Plan. The proposed form-based development standards define allowable building types and land uses in each zone and the placement and allowed uses in these buildings along with design standards that articulate building mass and scale. The EIR will provide an analysis of the consistency of the Westside Development Code with the City's General Plan and Zoning Code.

The project meets the definition of a project of statewide, regional, or area-wide significance in the *State CEQA Guidelines*, analysis of the consistency of the project with applicable policies in the *Southern California Association of Governments (SCAG) Regional Comprehensive Plan and Guide (RCPG)*, *Regional Transportation Plan (RTP)*, and *Compass Growth Vision (CGV)* will also be provided. The EIR will specifically cite all SCAG policies and address the manner in which the project is consistent, not consistent, or not applicable to these policies, and provide supportive analysis as to why it is consistent, not consistent, or not applicable to these policies.

The land use compatibility analysis will consider shorter-term construction impacts and long-term operational impacts. The physical and functional compatibility of the new buildings and uses with surrounding uses will be addressed and will be based on the analysis of aesthetics, air quality, noise, and other relevant topics in the EIR. Analysis of physical and functional compatibility with surrounding land uses will address how the proposed project's height, bulk, density, and scale will

relate to surrounding development. Cumulative long-term land use changes and impacts also will be evaluated.

Noise

Impact Science shall prepare an analysis of potential noise impacts from construction and the land use pattern that would be established by the Westside Community Plan. The existing noise setting will be describe in terms of the characteristics and sources of noise and vibration in the area. This discussion will also summarize the regulatory setting for noise and vibration in the area. This discussion will also summarize the regulator setting for noise and vibration including local noise regulations and ordinances from City of Ventura Noise Ordinance (Municipal Code Section 10.650) and the City of Ventura Noise Element. To document existing conditions of surrounding noise sources, Impact Sciences will conduct up to eight-short-term (15 minutes samples) noise measurements in the Westside Community area to determine ambient noise levels. These measured noise levels are expected to pick up non-traffic-related day-to-day noise such as from industrial uses within the project site. The results of noise monitoring performed will be presented in the EIR.

Impact Sciences has substantial experience with calculating noise levels from all phases of the construction of major projects, including demolition and site preparation, excavation and grading, and building construction. The noise section will assess the significance of temporary noise from future construction activities within the Westside Community Plan area. Existing City of Ventura policies will be incorporated as programmatic mitigation measures to reduce construction noise levels generated at future construction sites within the Westside Community area.

Potential impact from roadway and stationary noise sources around the site will be identified and addressed. Determination of future point source noise levels on the project site and its vicinity will be based on available technical reports and literature, as well as Impact Sciences database of monitored noise levels for point sources. This analysis will take into account project characteristics and noise levels typically generated by uses that are within and proposed within the Westside Community such as industrial, retail, office, and residential uses.

Project traffic noise impacts will be assessed for project and cumulative conditions. Using the Federal Highway Traffic Noise Prediction Model and traffic data by the City of Ventura, noise levels will be calculated roadways in the project vicinity that will carry 1 percent or more of project traffic. The level of noise impact will be determined using appropriate significance thresholds depending upon the jurisdiction in which an affected noise-sensitive receptor is located.

Wherever on-site or off-site stationary source impacts would occur, mitigation will be recommended as feasible and reasonable. Additionally, wherever traffic noise levels at on-site or off-site noise-sensitive receptors would exceed the threshold of significance, mitigation will be recommended.

Population and Housing

This section will assess the consistency of the new housing and new permanent residential population with the applicable planning policies and adopted growth projections. The number of new residents will be estimated using the latest suitable demographic factors for the type and size of the planned residential units. Impact Sciences will discuss the City's current population, households, and housing stock, and how recent trends compare to projections. Specifically, we will discuss the project's consistency with SCAG's Regional Comprehensive Plan and Guide, and General Plan housing and population projections.

Public Services

Impact Science shall coordinate with City of Ventura staff and affected public service providers such as the Ventura Unified School District (VUSD) to assess the potential impacts of the Westside Community Plan on the following services and facilities:

- Fire Services,
- Police Services,
- Parks,
- Schools,
- Solid Waste, and
- Libraries

Assessment of the potential for impacts to these services will be based on an update of the information in the City's General Plan and General Plan EIR. Each service provider will be contacted by telephone or letter to gather information on existing conditions, and the potential impact of the changes in land use that would result from the Westside Community Plan. Potential impacts improvements or mitigation measures may be required to serve the additional development estimated to occur in the Westside Community will be identified based on consultation with these agencies.

Traffic, Circulation, and Parking

Impact Sciences will prepare the Traffic, Circulation, and Parking section of the EIR based on information to be provided by the City. Impact Sciences assumes that the City will provide traffic information from the City's traffic model for existing conditions, existing plus project conditions, and cumulative plus project conditions for intersections and roadway segments that are anticipated to be impacted by the Westside Community Plan. Such data will include, but not limited to trip generation, trip distribution, posted vehicle speeds, AM and PM peak hour intersection capacity utilization (ICU), average daily trips (ADTs) on area roadways (for use in noise modeling), and the identification of needed improvements to mitigate any impacts associated with the Westside Community Plan and cumulative development. Additionally, the section will address transit and bicycle/pedestrian impacts based on information to be provided by the City supplemented by the analysis contained in the General Plan EIR.

Utilities and Service System

This section of the EIR will address the potential impact of the land uses that would be permitted by the Westside Community Plan on the City's water and wastewater facilities and the City's water supply based on the City's water and wastewater plans and the City's Urban Water Management Plan.

The City's Public Works Department supplies water to the City's customers and performs the operation, maintenance, and repair of the City's water distribution system. This section of the EIR will provide information on the existing water conveyance system and recommendations for improvements included in the City's master plan to accommodate the land use pattern that would be established by the Westside Community Plan to mitigate any potential impacts.

Potential water supply impacts will be addressed based on City of Ventura's Urban Water Management Plan. This plan is currently being updated to meet the Department of Water Resources requirements and the final 2010-2011 update will be available by July 1, 2011. If the City

determines preparation of a Water Supply Assessment (WSA) is required, information from the WSA prepared by the City will be incorporated into the EIR consistent with the requirements of the *CEQA Guidelines*.

The City's Public Works Department also operates and maintains the City's wastewater collection and treatment system. The portion of the City sewer system in the Westside Community flows to the Ventura Water Reclamation Plant (WRP). Information on the existing sewer conveyance system; an estimate of the demands of the proposed project; the ability of the Ventura Water Reclamation Plant to process the project-generated sewage; and recommendations for infrastructure improvements necessary to accommodate the growth that would be permitted by the Westside Community Plan will be provided in this section based on the City's master plan and other information provided.

Alternatives

The *State CEQA Guidelines* (Section 15126.6(c)) recommend that an EIR should briefly describe the rationale for selecting the alternatives to be discussed, identify any alternatives that were considered by the lead agency (but were rejected as infeasible), and briefly explain the reasons underlying the lead agency's determination. This introductory discussion will also briefly address why an alternative location is not a potentially feasible alternative for this project and is, therefore, not addressed in detail in the alternatives section. This discussion will address:

- The extent to which the alternative would avoid or lessen one or more of the identified potentially significant environmental effects of the project;
- The potential feasibility of the alternative, taking into account site suitability, economic viability, availability of infrastructure, general plan consistency, and consistency with other applicable plans and regulatory limitations;
- The appropriateness of the alternative in contributing to a reasonable range of alternatives necessary to permit a reasoned choice; and
- The requirements of the *State CEQA Guidelines* (Section 15126.6(e)) to consider the No Project Alternative and to identify an environmentally superior alternative in addition to the No Project alternative.

In addition to the No Project Alternative, two additional alternatives to the proposed project will be developed for analysis. The two project alternatives will be developed in consultation with City staff. A narrative description will be developed for the three alternatives being evaluated and appropriate diagrammatic plans illustrating the two project alternatives will be provided. Each alternative will be comparatively analyzed on a topic-by-topic basis with the proposed project. A matrix comparing the impacts of the alternatives to the proposed project will be prepared to provide a visual summary of this topical analysis.

A brief written summary will also be provided that identifies the environmentally superior alternative, as required by the *State CEQA Guidelines*, and discusses the reason for preferring the proposed project to the alternatives.

Other CEQA Sections

This section of the EIR will include the other sections as required by the *State CEQA Guidelines* Section 15126.2, including a discussion of potential growth inducing impacts, unavoidable significant

environmental effects, and significant irreversible environmental changes and significant environmental impacts that will result from project implementation.

The Effects Found Not to Be Significant section will provide information as to why no significant impacts will occur for environmental topics not addressed in detail in this EIR, including Agricultural Resources, Cultural Resources (archaeology and paleontology), and Mineral Resources. This section will primarily be based on information in the City's General Plan.

Deliverables:

- An electronic copy in Microsoft Word 2010 and Adobe Acrobat (PDF) format of the Administrative Draft EIR.

Task 3 – Prepare Public Draft EIR

Impact Sciences shall revise the Administrative Draft EIR in response to one round of comments from City staff and prepare the Public Draft EIR for distribution by the City.

Deliverables:

- An electronic copy in Microsoft Word 2010 and Adobe Acrobat (PDF) format of the Public Draft EIR.

Task 4 – Prepare Administrative Final EIR/Responses to Comments for Review by the City

Upon receipt of comments after the 45-day public review period, Impact Sciences shall review the comments with City staff and the project team and prepare draft responses to the comments. The subconsultants will be actively involved in preparing responses to comments specific to their areas of expertise. An administrative Final EIR containing these responses and other required CEQA sections will be provided to the City for review. The Final EIR will incorporate the Draft EIR by reference, include the final responses to comments, and provide all other information required by the *State CEQA Guidelines* in Final EIR.

Note: Impact Sciences and team members have included a reasonable amount of professional hours for this task given based on current understanding of the proposed project. However, the level of effort ultimately required will be dependent on the volume and content public or agency comments on the Draft EIR. Therefore, beyond the hours defined in the cost proposal, Impact Sciences would be available as needed on a time-and-material basis in accordance with Fees Schedule attached to this agreement.

Deliverables:

- An electronic copy in Microsoft Word 2010 and Adobe Acrobat (PDF) formats of the Administrative Draft Final EIR for City staff review.

Task 5 – Prepare Final EIR

Impact Sciences shall revise the Administrative Final EIR in response to one round of comments from City staff and prepare the Final EIR for publication.

Deliverables:

- An electronic copy in Microsoft Word 2010 and Adobe Acrobat (PDF) format of the Final EIR.

Task 6 – Prepare Mitigation Monitoring Program

In conjunction with the Final EIR, Impact Sciences shall prepare a Mitigation Monitoring Program (MMP) that identifies the mitigation measures included in the Final EIR, the timing of the implementation of each measure, and the entity (applicant, agency, or both) responsible for implementing and monitoring each measure. Impact Science shall coordinate with the City to identify the responsible parties for each mitigation measure. Impact Science shall revise the MMP in response to one round of comments for final submittal to the City.

Deliverables:

- An electronic copy in Microsoft Word 2010 and Adobe Acrobat (PDF) formats of the Final Mitigation Monitoring Program

Task 7 – Prepare Findings of Fact and Statement of Overriding Conditions

Impact Science shall prepare the Findings of Fact and, if required, a Statement of Overriding Conditions. Impact Sciences shall revise the Findings of Fact and Statement of Overriding Conditions in response to one round of comments for final submittal to the City.

Deliverables:

- An electronic copy in Microsoft Word 2010 and Adobe Acrobat (PDF) format s of the Findings of Fact and Statement of Overriding Conditions

Task 8 – Project Meetings, Hearings, and Management/Coordination

The Impact Sciences principal managing/project manager this project, Tony Locacciato, and the deputy project manager responsible for the day-to-day management of the project, Mark Austin.

Consultant shall attend one Planning Commission and two City Council hearings on the EIR and Westside Community Plan. At the Planning Commission and City Council Hearings, Impact Sciences staff shall present an overview of the environmental review process, summarize the areas of controversy studied in the EIR and present the findings of the EIR.

Deliverables:

- Attendance at two project meetings, one Planning Commission hearing, and two City Council hearings by the Impact Sciences principal and project manager for this project.

EXHIBIT B
STANDARD FORM PROFESSIONAL SERVICE AGREEMENT
(City of San Buenaventura and Impact Sciences, Incorporated)

SCHEDULE OF COMPENSATION

A. **METHOD OF PAYMENT.** Payment for all work performed by Consultant pursuant to the terms of this Agreement, including Consultant's meeting with City staff, shall be made on the basis of the hourly rates set forth below plus actual out-of-pocket cost incurred in performing the work:

STAFF	Managing	Project	Senior	Air Quality	Project	Graphic	Publication	TOTAL
CATEGORY	Principal	Manager	Planner/ Biologist	Specialist	Planner	Artist	Coordinator	
BILLING RATE	\$240	\$185	\$155	\$105	\$115	\$115	\$100	
Task 1: Prepare Revised NOP & Attend Scoping Mtg.								
Revise Notice of Preparation of EIR		2			4			\$830
Prepare Presentation Materials & Attend Scoping Meeting	4	4				2		\$1,930
SUBTOTAL	\$960	\$1,110			\$460	\$230		\$2,760
Task 2: Prepare Administrative Draft EIR								
Introduction					4			\$460
Executive Summary		2			12			\$1,750
Project Description	2	2			24			\$3,610
Aesthetics	2				40			\$5,080
Air Quality			20	40				\$7,300
Greenhouse Gases			12	32				\$5,220
Biological Resources	8		48					\$9,360
Cultural Resources	8		40					\$8,120
Geology and Soils		2			12			\$1,750
Hazards and Hazardous Materials		2			12			\$1,750
Hydrology & Water Quality					12			\$1,380
Land Use & Planning	2				36			\$4,620
Noise	2	4			40			\$5,820
Population and Housing	2				16			\$2,320
Public Services (Police, Fire, School Recreation, Solid Waste)					48			\$5,520
Transportation, Circulation & Parking		8			40			\$6,080
Utilities & Services System (Water, Wastewater)		4			16			\$2,580
Project Alternatives	4	8			24			\$5,200
Growth-Inducing Impacts					4			\$460
Significant Irreversible Changes/ Unavoidable Significant Impacts					4			\$460
Effects Found Not to be Significant					4			\$460
Document Production						32	48	\$8,480
SUBTOTAL	\$7,200	\$5,920	\$18,600	\$7,560	\$40,020	\$3,680	\$4,800	\$87,780

STAFF	Managing	Project	Senior	Air Quality	Project	Graphic	Publication	TOTAL
CATEGORY	Principal	Manager	Planner/ Biologist	Specialist	Planner	Artist	Coordinator	
BILLING RATE	\$240	\$185	\$155	\$105	\$115	\$115	\$100	
Task 3: Prepare Public Draft EIR								
Revise Administrative EIR in response to City comments	8	4	4	4	40	6	8	\$9,790
SUBTOTAL	\$1,920	\$740	\$620	\$420	\$4,600	\$690	\$800	\$9,790
Task 4: Prepare Admin Draft of Final EIR/Responses to Comments								
Response to Comments/Final EIR	10	16			40	6	16	\$12,250
SUBTOTAL	\$2,400	\$2,960			\$4,600	\$690	\$1,600	\$12,250
Task 5: Prepare Final EIR								
Revise Resp. to Comments/Final EIR	2	8			24		40	\$8,720
SUBTOTAL	\$480	\$1,480			\$2,760		\$4,000	\$8,720
Task 6: Prepare Mitigation Monitoring Program								
Mitigation Monitoring Program		2			8		4	\$1,690
SUBTOTAL		\$370			\$920		\$400	\$1,690
Task 7: Prepare Findings of Fact & Statement of Overriding Conditions								
Findings of Fact & Statement of Overriding Conditions		2			16		4	\$2,610
SUBTOTAL		\$370			\$1,840		\$400	\$2,610
Task 8: Project Meetings, Hearings, & Management/Coordination								
Project Hearings (1 Planning Commission, 2 City Council)	12	12						\$5,100
SUBTOTAL	\$2,880	\$2,220						\$5,100
TOTAL IMPACT SCIENCES LABOR COST								\$130,700
TECHNICAL STUDIES BY SUBCONSULTANT								
Applied Environmental Technologies (Phase I ESA)								\$9,250
Hawks & Associates (Hydrology, Hydraulic and Water Quality)								\$19,425
Leighton Group (Geology and Soils)								\$14,625
TOTAL TECHNICAL STUDIES								\$43,300
EXPENSE ALLOWANCE								
Miscellaneous (postage, deliveries, miscellaneous, printing, etc.)								\$3,000
TOTAL EXPENSES								\$3,000
TOTAL EIR PREPARATION COST								\$177,000
OPTIONAL TASK – PREPARATION OF VISUAL SIMULATIONS								
Preparation of four (4) Photo Visual Simulations at \$2,300 each or 80 hours of Project Planner's time								\$9,200
*TOTAL EIR PREPARATION COST WITH OPTIONAL PHOTO VISUAL SIMULATIONS								\$186,200

* *Optional work to be completed only with additional written authorization to proceed from City of Ventura.*

B. **BILLING.** Within ten (10) days after the end of each calendar month in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City at the following Address:

City of San Buenaventura
Attn.: Accounts Payable
P.O. Box 99
Ventura, CA 93002-0099

The invoice submitted pursuant to this paragraph shall show the City Purchase Order number and Agreement number, if any, hours worked by each person who performed services during the billing period, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as City may reasonably require.

- C. TIME OF PAYMENT. City shall make payment to Consultant within 30 days after submittal of Consultant's invoice and approval.
- D. MAXIMUM COMPENSATION. Notwithstanding the foregoing, Consultant shall complete all work and tasks described in Exhibit A for a total amount of compensation that does not exceed **\$177,000.00 + \$9,200 if directed by City Council** which amount includes all out-of-pocket expenses.

EXHIBIT "C"
STANDARD FORM PROFESSIONAL SERVICES AGREEMENT
(City of San Buenaventura and Impact Sciences, Incorporated)

INSURANCE REQUIREMENTS

1. Types and Amounts of Insurance Coverage. Consultant shall provide the following types of insurance designated in this section by a check mark that includes coverage limits complying, at a minimum, with the limits set forth herein:

<u>Type of Insurance</u>	<u>Limits (comb. single)</u>
<input checked="" type="checkbox"/> Errors and omissions	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Commercial gen. Liability	<u>\$1,000,000</u> \$2,000,000 (aggregate)
<input checked="" type="checkbox"/> Business auto liability	\$1,000,000
<input checked="" type="checkbox"/> Workers comp.	Statutory Limit

2. Insurance Policy Forms and Provisions. The insurance policies provided by Consultant in compliance with the requirements of this section shall conform to all of the following requirements regarding policy forms and provisions, including reference to the Agreement Number, project name, and / or description of the scope of services.

(a) Commercial Liability Insurance shall be provided on ISO-CGL Form No. CG 00 01 11 85 or 88. Aggregate limit endorsements shall be evidenced on either ISO Form No. CG 25 03 11 85 or ISO Form No. CG 25 04 11 85. City and all of City's officers, employees, agents, and volunteers shall be named as additional insureds under such insurance coverage using the City's standard form endorsement or ISO Form No. CG 20 10 11 85 (in no event with an edition date later than 1990).

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross liability exclusion and no Consultant limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices, except for a provision or endorsement limiting liability arising from pollution to liability caused by sudden or accidental pollution.

Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage, and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella

policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverages.

(b) Errors and Omissions Insurance shall be provided covering liability for professional malpractice. Such coverage shall be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Consultant shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (hereinafter the "extended insurance"). Such extended insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement, and shall cover Consultant for all claims made by City arising out of any errors or omissions of Consultant, or the officers, employees or agents of Consultant during the time this Agreement was in effect.

(c) Business Auto Coverage shall be provided on ISO Business Auto Coverage Form No. CA 00 01 06 92 including symbol 1 (any auto). As in the case of general liability insurance requirement, City and all of City's officers, employees, agents, and volunteers shall be named as additional insureds under such insurance coverage using City's Standard form endorsement or ISO Form No. CG 20 10 11 85 (in no event with an edition date later than 1990). The insurance policy providing such coverage shall be scheduled as underlying insurance to any umbrella policy required above meeting general liability insurance requirements.

(d) Workers' Compensation/Employer's Liability Coverage shall provide workers' compensation statutory benefits as required by law. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects to the City and City's officers, employees, agents, and volunteers. Employer's liability coverage provided by such insurance shall be scheduled under any primary or umbrella policy described above to meet general liability insurance requirements.

3. Additional Insurance Requirements. Consultant agrees to comply with the following additional requirements with respect to the insurance provided pursuant to this section:

(a) Unless otherwise approved by the City, Consultant's insurance shall be written by insurers authorized to do business in the State of California, and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

(b) Consultant shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required, copies of the insurance policies themselves or any portions thereof, and any required endorsements. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Consultant shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

(c) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual, or entity designated as the address of the project or services provided for by this Agreement.

(d) Consultant shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for suits between Consultant and City, between Consultant and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, employees, agents, or volunteers.

(e) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Consultant, and Consultant's employees or agents, from waiving the right of subrogation prior to a loss. By these presents, Consultant waives its right of subrogation against the City.

(f) Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.

(g) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Consultant, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Consultant pursuant to this Agreement.

(h) Consultant will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least 72 hours before expiration of coverage.

(i) Consultant shall require all sub-Consultants or other parties hired by Consultant to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and all such commercial general liability insurance and business automobile insurance shall name as additional insureds all parties to this Agreement. Consultant shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. No contract used by any Consultant, or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Consultant shall provide City with all agreements with sub-Consultants or others with whom Consultant contracts with on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

(j) Consultant shall provide immediate notice to City of any claim against Consultant or any loss involving Consultant that could result in City or any of City's officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

(k) In the event of any loss that is not insured due to the failure of Consultant to comply with these requirements, Consultant will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.