



CITY COUNCIL STAFF REPORT

DATE: July 21, 2010

CONSENT

SUBJECT: GREENHOUSE GAS EMISSION INVENTORY CONTRACT AGREEMENT

FROM: David H. Ready, City Manager

BY: Michele Mician, Manager, Office of Sustainability

SUMMARY:

Staff recommends hiring a consultant to perform a Green House Gas (GHG) Emissions Inventory and Report. The Inventory and Report will provide an assessment for both the Community and Government Operations in all sectors and integrate GHG calculation methodologies, emissions factors, and current local government operations and community protocol. The project will assist the City in meeting the requirements of State and National legislation.

RECOMMENDATION:

Staff recommends that City Council

- 1) Approve a professional services agreement with Michael Brandman Associates for a green house gas emissions inventory, modeling, and report at the Community and Government sector levels in a form approved by the City Attorney in the amount of \$35,920.
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The purpose of this project is to complete a Greenhouse Gas Inventory and Report as an initial step in the development and implementation of a comprehensive Climate Action Plan. The contractor will conduct a greenhouse gas emissions inventory of community-scale and local government operations emissions as specified in the climate action protocol recommended by use of the Local Governments for Sustainability (ICLEI) Climate Action Protection Software (CACP).

The GHG Inventory and Report will include a baseline of 2000 or 2002 depending on available data. The contractor will also include interim reports for 2004 or 2006 based

ITEM NO. 2.P.

on data and 2008. Forecasting models for 2012, 2020 and 2030 are also to be included as part of the Report.

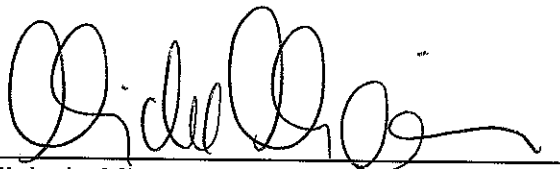
Upon completion, the Inventory and Report will assist the City of Palm Springs in carrying out the mission of the Palm Springs Path to a Sustainable Community and ensure compliance with or aid in the implementation of existing climate agreements and legislation including the U.S. Mayor's Climate Protection Agreement and CA Assembly Bill 32: Global Warming Solutions Act.

The Office of Sustainability worked closely with the Procurement and Contracting Division to develop a request for proposals with an aggressive timeline to ensure completion by fall 2010. A pre-proposal estimate for the work was established at \$40,000 with proposals due on June 30.

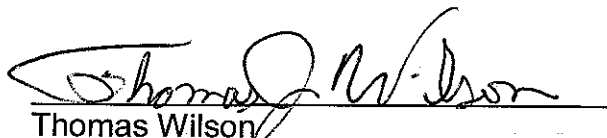
A three member review committee consisting of two City Staff members and staff from the Coachella Valley Association of Governments evaluated and ranked the proposals from the firms. A Palm Springs firm, Michael Brandman Associates ranked number one and was selected for the contract price of \$35,920. The Manager of the Office of Sustainability will report project status to the City Council on a monthly basis.

FISCAL IMPACT:

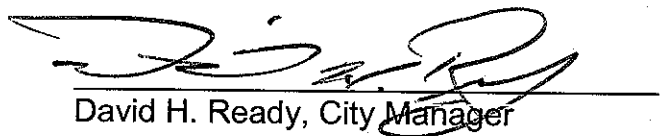
The Inventory and Report will be completed utilizing a Sustainability Fund budget allocation for this project under account 138-1270-43200.



Michele Mician, Manager
Office of Sustainability



Thomas Wilson
Assistant City Manager



David H. Ready, City Manager

CONSULTING SERVICES AGREEMENT
Green House Gas (GHG) Analysis and Modeling

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into this ___ day of _____, 2010, by and between the City of Palm Springs, a California charter city and municipal corporation ("City"), and Michael Brandman Associates a California corporation, ("Consultant").

RECITALS

- A. City requires the services of a consultant to provide green house gas (GHG) analysis and modeling services, ("Project").
- B. Consultant has submitted to City a proposal to provide green house gas (GHG) analysis and modeling services, to City pursuant to the terms of this Agreement.
- C. Based on its experience, education, training, and reputation, Consultant is qualified to provide the necessary services to City for the Project and desires to provide such services.
- D. City desires to retain the services of Consultant for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Consultant and Consultant agrees to provide services to the City as follows:

AGREEMENT

1. CONSULTANT SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide green house gas (GHG) analysis and modeling services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided by Consultant in accordance with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A." Consultant shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Consultant. Delays shall not entitle Consultant to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONSULTANT

3.1 Compensation of Consultant. For the services rendered pursuant to this Agreement, Consultant shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," which total amount shall not exceed \$35,920.00.

3.2 Method of Payment. In any month in which Consultant wishes to receive payment, Consultant shall no later than the first working day of such month, submit to City in the form approved by City's finance director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Consultant for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Consultant's invoice.

3.3 Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

3.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council of City for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit "A." The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Consultant shall within ten (10) days of the commencement of such condition notify the Contract

Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 **Term.** Unless earlier terminated in accordance with Section 9.5 of this Agreement, this Agreement shall continue in full force and effect, commencing on July 21, 2010, and ending on December 31, 2010, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 **Representative of Consultant.** The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: Frank Coyle, Project Director/Branch Manager. It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

5.2 **Contract Officer.** The Contract Officer shall be the City Manager, or his/her designee. It shall be the Consultant's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

5.3 **Prohibition Against Subcontracting or Assignment.** The experience, knowledge, education, capability, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 **Independent Contractor.** Neither City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Consultant's work product, result, and advice. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.5 **Personnel.** Consultant agrees to assign the following individuals to perform the services set forth herein. Consultant shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Consultant by providing written notice to Consultant.

<u>Name:</u>	<u>Title:</u>
Frank Coyle	Project Director
Dave Mitchell	Project Manager
Cori Wilson	Climate Change Specialist
Margaret Partridge	Research Assistant

6. **INSURANCE**

Consultant shall procure and maintain, at its sole cost and expense, policies of insurance as set forth in Exhibit "B," which is attached hereto and is incorporated herein by reference.

7. **INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Consultant, its officers, employees, representatives, and agents, which Claims arise out of or are related to Consultant's performance under this Agreement, but excluding such Claims arising from the negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder.

8. **RECORDS AND REPORTS**

8.1 **Reports**. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

8.2 **Records**. Consultant shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

8.3 **Ownership of Documents**. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Consultant may retain copies of such

documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein.

8.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

8.5 Cost Records. Consultant shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

9. ENFORCEMENT OF AGREEMENT

9.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.4 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

9.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant, except that where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

10. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

10.1 Non-Liability of City Officers and Employees. No officer or employee of City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

11. MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

City of Palm Springs
Attention: City Manager/ City Clerk
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Consultant:

Michael Brandman Associates
Attention: Frank Coyle, Branch Manager
340 S. Farrell Drive, Suite A210
Palm Springs, California, 92262

11.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

11.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

11.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURE PAGE SEPARATELY ATTACHED]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"
City of Palm Springs

Date: _____

By: _____
David H. Ready
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk

"CONSULTANT"
Michael Brandman Associates

Date: _____

By: _____
(name)

(president)

Date: _____

(name)

(secretary)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____



On _____ before me, _____

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

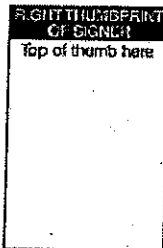
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "A"

**CONSULTANT'S
SCOPE OF SERVICES/WORK**

Including,

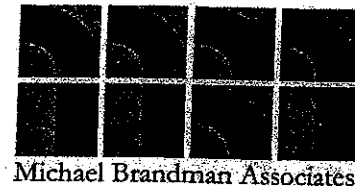
Schedule of Fees

And

Schedule of Performance

June 30, 2010

Craig L. Gladders, CPM
Procurement and Contracting Manager
City of Palm Springs
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262



Michael Brandman Associates

Fresno
559.497.0310

Irvine
714.508.4100

Palm Springs
760.322.8847

Sacramento
916.447.1100

San Bernardino
909.884.2255

San Ramon
925.830.2733

Subject: Greenhouse Gas Analysis and Modeling (RFP 13-10)

Dear Mr. Gladders:

Michael Brandman Associates (MBA) is pleased to provide this proposal to provide a Greenhouse Gas (GHG) Emissions Inventory and report to the City of Palm Springs. MBA has an exemplary history of producing objective, cost-effective, and timely work products that have undergone rigorous public and legal scrutiny. With more than 60 professionals on staff, MBA remains at the forefront in understanding and effectively implementing evolving environmental guidelines and regulations.

We understand how strong leadership, responsiveness, and a highly experienced team of experts will be key to the success of this project. In addition to direct experience in preparation of numerous Climate Action Plans and GHG Emissions Inventories, we offer the following:

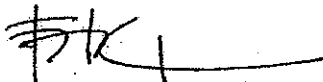
- **Experience in managing complicated, schedule-driven projects.** MBA has been recognized in the industry for consistent performance in delivering high-quality documents (based on extensive scientific technical analyses, self mitigation, and readability) that are legally defensible, completed on time and within budget. We have recently prepared a number of air quality and GHG elements for city and county general plans and climate action plans. This includes the climate action plans for the cities of Hesperia and San Ramon. Drawing from this experience enables us to provide environmental documents that meet all applicable requirements at a reasonable cost. As you will read, our recent relevant projects include efforts performed for public agencies statewide.
- **Commitment to maintaining the necessary financial, technical, and staff resources for the project.** MBA understands the importance of the project, not only to the City of Palm Springs, but also to the region. To ensure agency compliance and an environmentally sound document, it is important to select a team that is committed to project success. That said, we have assembled a highly qualified local team with a wide range of expertise and knowledge of the specialty areas relevant to this project. We are committed to forging a strong collaboration with the City of Palm Springs.
- **An experienced and dedicated team with local presence and experience.** We offer an outstanding bench of environmental professionals to serve the City of Palm Springs. MBA's local Branch Manager and former Palm Springs planner, Frank Coyle, REA, will serve as the Project Director. Dave Mitchell, MBA's Air Quality Team Leader, will be the Project Manager. Climate Change Specialist Cori Wilson will prepare the technical analyses. Team leadership is based at MBA's Palm Springs office located at 340 S. Farrell Drive, Suite A210, in the City of Palm Springs (p-760.322.8847; f-760.322.8893).
- **Proactive, responsive communication and accessibility.** We pride ourselves in our superb level of communication with our clients—the hallmark of MBA's services and paramount to a successful GHG inventory. If given the opportunity, you will find that the MBA team is extremely responsive, which is absolutely critical to maintaining project efficiencies. This coupled with our proactive approach to managing, addressing issues, problem solving, and continued interaction with the City, we will ensure that every precious minute of time spent by our team will serve to benefit the project, process, and overall outcome. Finally, you can count on the MBA team being accessible

to the City at all times, whether via telephone, e-mail, cell phone/Blackberry, or fax. We will make the City of Palm Springs one of our absolute highest priorities.

Our proven attention to detail and success in producing high quality work results in outstanding client service that, we believe, sets the MBA Team apart from our competitors. We thank you for the opportunity to provide this proposal and we look forward to working with the City of Palm Springs. MBA maintains insurance in the amounts and coverages specified in the City's RFP and we take no exception to the City's Consulting Services Agreement.

My signature below verifies that I am authorized to bind the company. This proposal is valid for a period of 90 days from June 30, 2010. If you have any questions regarding our submittal, please feel free to contact me at FCoyle@Brandman.com or via phone at 760.322.8847.

Sincerely,



Frank Coyle, REA
Branch Manager
Michael Brandman Associates
340 S. Farrell Drive, Suite A210
Palm Springs, CA 92262

H: Client/0227-City of Palm Springs/Proposals/0227.0004.P-GHG Inventory Proposal

Introduction

About Michael Brandman Associates

Incorporated in 1982, MBA has provided thousands of public agencies and private development clients with contract environmental services. Our disciplinary specialties include **air quality and greenhouse gas (GHG) services, as well as environmental planning, regulatory compliance, natural resource management, cultural resources management, restoration planning and monitoring, and water resource management.**

The firm is a leader in preparing air quality and GHG/climate change studies throughout the state. MBA staff have been on the cutting edge for preparing GHG/climate change analyses for CEQA documents of all types and General Plan Air Quality Elements and Climate Action Plans to comply with AB 32 and Attorney General comments. Our air quality services staff has extensive public air pollution control agency and land use agency experience and has prepared over 60 GHG/climate change analyses for jurisdictions throughout California.

In fact, MBA's staff prepared some of the first climate change analyses for CEQA compliance and was a primary author for a paper written on behalf of the California Association of Environmental Professionals regarding analyzing climate change in the context of CEQA.

MBA regularly provide the following air quality and climate change analysis services:

Legally defensible air quality and GHG analyses for CEQA and NEPA documents:

- Emission quantification using ICLEI Clean Air and Climate Protection Software, URBEMIS and other models for mobile, area, and construction emissions
- Emission inventories
- Climate Action Plans
- Dispersion modeling
- Air quality mitigation strategies
- Expert testimony and peer review
- General conformity analysis for Federally-funded and Tribal projects

Regulatory Compliance Assistance:

- Indirect source review (ISR) applications
- Health Risk Assessments
- Stationary Source Compliance Audits
- Review and analysis of new rules and regulations
- Fugitive Dust Control and Construction Mitigation Plans
- Air Quality Mitigation Monitoring
- Air Quality Permitting for Bioenergy Projects

MBA has been recognized for the quality of our services by a number of professional organizations. Earlier this year, we were presented with the Association of Environmental Professionals' Award of Merit for the Los Osos Wastewater Environmental Impact Report (EIR). In 2008 and 2009, we also won the Association of Environmental Professionals "Outstanding Environmental Analysis" for the San Ramon City Center Project and the SacPort Regional Petroleum Project, respectively. Other award-winning projects include the East Orange General Plan Study and EIR, The Preserve EIR for the City of Chino and the Glen Helen Specific Plan EIR for the County of San Bernardino.

Our staff of over 60 full-time professionals serves clients from offices located in nearby Palm Springs, as well as in Fresno, Irvine, Sacramento, San Bernardino, and San Ramon. As a matrix organization, MBA has the option of drawing from subject-matter experts in any of our technical disciplines to assist on projects. While project management and day-to-day operations is always handled at the local level, the ability to



INTRODUCTION

incorporate these specialized service providers allows MBA to provide our clients with a highly cost-efficient alternative to many larger firms that employ all technical disciplines in each of their offices.

Contact Information

Project Director (principal officer with authority to bind MBA in a contractual agreement):

Frank Coyle, REA

Branch Manager

340 S. Farrell Drive, Suite A210

Palm Springs, CA 92262

Office: 760.322.8847

Cell phone: 909.362.7645

Project Manager:

Dave Mitchell

Air Quality Services Manager

2444 Main Street, Suite 150

Fresno, CA 93721

Office: 559.497.0310

Cell phone: 559.246.3732

CAP Author:

Cori Wilson

Climate Change Specialist

340 S. Farrell Drive, Suite A210

Palm Springs, CA 92262

Office: 760.322.8847

Cell phone: 909.362.7645



Key Personnel

MBA has a highly qualified staff of air quality professionals that is on the leading edge for addressing climate change issues for general plans, climate action plans, and for development projects. MBA's Climate Action Plans have all successfully met expedited schedules. In addition, MBA's emphasis on providing outstanding customer service and open, rapid communication with our clients sets us apart from the competition. MBA has played an integral part in developing the methodology for addressing the potential impact of climate change in environmental documents. MBA Air Quality Team members were the primary authors of the White Paper for the California Association of Environmental Professionals outlining the various approaches a Lead Agency could take to address climate change and GHG in a CEQA document.

MBA's work will be primarily handled from our Palm Spring office, providing local knowledge, and convenient and efficient access to the City for meetings, along with project support from our Fresno team. MBA is firmly committed to developing and maintaining close working relationships with the City of Palm Springs. Emphasis on client/consultant communication, as well as involvement of MBA principals and senior staff in all projects, results in performance that satisfies project objectives, government requirements, and client needs. MBA will place top priority on working as a partner with the City, other project team members, as necessary, and/or applicant during environmental processing of the project. We will help anticipate controversial issues, devise solutions, and provide expert environmental compliance consultation. Understanding the City's objectives and ensuring they are reflected in the project are key aspects of our approach. This scope of work assumes regular interaction with the City, other project team members as necessary, and frequent information sharing among project team members.

The following biosketches briefly describe the outstanding individuals who comprise the Project Team. Full resumes may be reviewed in Appendix A. Appendix B contains our Signature Authorization form.

Project Director

Frank Coyle, REA, offers over 20 years in urban and regional planning in both the private and public sectors. He has prepared and managed a wide variety of high-quality policy planning and environmental documents achieving an impressive record of accomplishment in successfully managing projects through the entitlement process. Frank possesses strong knowledge and understanding of development economics, governing agencies and bureaucratic procedures. Prior to joining MBA in 2008, he reviewed and processed various specific plans, environmental impact reports, managed a wide variety of site specific projects through the CEQA process, evaluated general plan amendments, zone changes and subdivision requests, prepared and presented reports, and made recommendations to various planning bodies. His thorough knowledge of CEQA and experience with the principles and practices of urban and regional planning, zoning and subdivision concepts makes him a leader in the industry and asset to the MBA team. Frank is also a member of the Mayor of Redlands' Taskforce on SB 375. Frank earned a Bachelor's degree in Community and Regional Planning from Iowa State University. He is Registered Environmental Assessor #07926. Additionally, Frank is an active member of the Urban Land Institute.

Project Manager

Dave Mitchell, MBA's corporate Air Quality Services Manager, will manage the internal coordination aspects of the GHG Inventory preparation. Dave has more than 20 years of experience in land use and air quality planning, including long-range planning, plan implementation, and managing large multi-disciplinary projects, climate action plans and air quality elements. He currently manages MBA's six person multi-office air quality team. Dave led the San Joaquin Valley Air Pollution Control District's (SJVAPCD)

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CEQA Section for many years. In that role he was responsible for the review of over 2,000 CEQA documents each year and for providing guidance to consultants preparing air quality studies for environmental documents. Dave lead the preparation of the SJVAPCD's Guide for Assessing and Mitigating Air Quality Impacts, and participated on California Air Pollution Control Officer's Association subcommittees for CEQA and URBEMIS. In addition, Dave prepared the SJVAPCD Air Quality Guidelines for General Plans and oversaw the 2005 update of that document. As Planning Manager at the SJVAPCD, Dave served as project manager for the 2003 PM10 Plan where he was responsible for the emission inventory, control measure development, reasonably and best available control measure analyses, and all other aspects of plan development. Dave was the project manager for the development and implementation of Rule 9510 -Indirect Source Review and several other SJVAPCD rules. As a consultant, Dave has prepared numerous Negative Declarations and Environmental Impact Reports for commercial, residential, industrial, and dairy projects, and special air analyses to quantify GHG mitigation measures. Dave has been the Project Manager for two Air Quality Elements and two Climate Action Plans during the last year and assisted on a third Climate Action Plan. Dave majored in Geography and received his Bachelor's and Master's degrees from California State University, Fresno.

Climate Change Specialist

Cori Wilson will assist in preparation of the GHG Inventory. With more than five years of experience in the authorship of air quality and GHG analyses. Cori's analyses are known for their technical accuracy, thoughtful mitigation measures, and innovative approaches. Cori was the key staff member on two Climate Action Plans prepared during the past year. Cori earned her Bachelor's degree in Environmental Science from the University of Washington, Bothell. Cori has prepared over 40 climate change and GHG analyses. Cori is currently collaborating on a White Paper for the California Association of Environmental Professionals on how to create a baseline GHG inventory. It is anticipated that the paper will be published later this year.

Research Assistant

Margaret Partridge, MURP, will provide research support, coordination, and meeting support. Margaret offers six years of progressively responsible experience in community and project planning. She has worked for both the public and private sectors as a city planner and as an environmental planner at private consulting firms in Orange County. Additionally, she has authored multiple complex environmental documents, including Notices of Exemption, Initial Studies and Environmental Impact Report sections, per the California Environmental Quality Act. As an assistant project manager in the firm, she coordinates with subconsultants regarding technical studies; conducts land use and entitlement research for multiple projects, and assists in site assessment and authoring mitigation monitoring reports. Margaret holds a Master's degree in Urban and Regional Planning and a Bachelor's degree in Environmental Analysis (Cum Laude, Phi Beta Kappa) from the University of California, Irvine. She is an active member of the American Institute of Certified Planners, American Planning Association, Association of Environmental Professionals, and a Volunteer Certified Naturalist for Upper Newport Bay.

Past Experience/References

MBA is pleased to provide the following examples of our relevant project experience. We have provided full contact information for each reference and invite the City to contact these organizations regarding the quality, attentiveness, and cost efficiency of the services we provided.

City of Hesperia Climate Action Plan. MBA has prepared a Climate Action Plan (CAP) for the City of Hesperia. The CAP outlines a course of action for the City government and the community of Hesperia to reduce per capita GHG emissions 29 percent below business as usual by 2020 based on reductions from State regulations and local policies and measures. The CAP provides a baseline GHG inventory and an inventory for 2020. The CAP also contains strategies to adapt to effects of climate change. It provides clear guidance to City staff regarding when and how to implement key provisions of the CAP. The CAP is located at: www.cityofhesperia.us/DocumentCenterii.aspx?FID=111

Contact: *Scarlett Ball, Project Manager*
Hogle-Ireland Inc., 2860 Michelle Drive, Suite 100, Irvine, CA 92606
(951) 787-9222

Air Quality and Greenhouse Gas Emissions/Climate Change Analysis for City of Hanford. The project would provide a standalone Air Quality Element and a Background Report for the City of Hanford that will meet AB 170 requirements for Air Quality Elements in San Joaquin Valley General Plans and emerging requirements from AB 32 and SB 375. MBA is working closely with the City to ensure that the Element is consistent with their air quality goals and objectives and that the final product is consistent with the current General Plan. Air quality is a topic that is closely connected to land use and transportation issues. With the addition of GHG and climate change, energy use, and resource conservation are also closely connected topics. The Air Quality Element provides an excellent location for the City to tie together all of its smart growth, conservation, and sustainability initiatives in one place.

Contact: *Cathy Cain, Interim Planning Director*
City of Hanford, 317 N Douty Street, Hanford, CA 93230
(559) 585-2578

Imperial County Air Pollution Control District ISR Rule Assessment. MBA is currently preparing an assessment of Imperial County's air quality mitigation fee regulation (Rule 310) that applies to new residential and commercial development in the County. The assessment involves review of the rule for legal adequacy in terms of nexus requirements and comparison with similar regulations in place around the state...MBA will propose revisions needed to improve the rule and to meet nexus requirements.

Contact: *Brad Poirez, Planning Director, Title*
Imperial County Air Pollution Control District, 150 South Ninth Street, El Centro, CA 92243-2850
(760) 482-4606

Peer Review of Air Quality and Climate Change Sections of the Draft Environmental Impact Report for the Tulare County General Plan Update. Tulare County has been in the process of updating its General Plan for several years. The County prepared an EIR for the update in 2008 that was revised in response to legal challenge. MBA reviewed the updated General Plan Elements, Background Report, and EIR for adequacy in coverage of air quality and GHG/climate change issues and provided corrections, additions, and comments for areas considered deficient. The Draft EIR recently completed the public comment period.

Contact: *Dave Bryant, Division Manager, Special Projects*
County of Tulare, 5961 South Mooney Blvd., Visalia, CA 93277
(559) 733-6291



EXPERIENCE AND REFERENCES

City of San Ramon Climate Action Plan. MBA prepared a CAP for the City of San Ramon as an added task for the General Plan Update. The CAP includes an update to the baseline emission ICLEI inventory and future year business as usual inventories. The inventory was prepared using the Clean Air and Climate Protection (CACCP) software. MBA developed a GHG reduction strategy and quantified the benefits of the strategy along with statewide and federal measures. MBA proposed an emission reduction target best suited to the City's situation that is designed to maximize the ability to make consistency findings for future CEQA analyses for individual projects implementing the General Plan. The CAP was designed to meet the requirements identified in the Bay Area Air Quality Management District Draft CEQA Guidelines for a "qualified CAP." The CAP demonstrates reductions of 15 percent from 2008 emission levels and 26 percent below Business as Usual levels in 2020 for land use related emission sectors.

Contact: *Debbie Chamberlain, Planning Manager*
 City of San Ramon, 2226 Camino Ramon, San Ramon, CA 94586
 (925) 973-2566, dchamberlain@sanramon.ca.gov

City of San Ramon Air Quality/Greenhouse Gas Element. MBA prepared a background report addressing air quality and climate change and a policy document including air quality and climate change policies. The Draft Element has been completed. It includes a General Plan policy analysis to identify all policies that will reduce air quality and climate change impacts through land use and transportation measures, energy and water conservation, solid waste diversion/recycling, support for alternative energy projects. MBA also prepared the General Plan EIR including analysis of the Air Quality/GHG Element. The Element identifies a CAP as the city's primary strategy for addressing GHG emissions from new development.

Contact: *Debbie Chamberlain, Planning Manager*
 City of San Ramon, 2226 Camino Ramon, San Ramon, CA 94586
 (925) 973-2566, dchamberlain@sanramon.ca.gov

Tulare County Climate Action Plan. MBA recently completed a CAP for the County of Tulare. The CAP provides a future year business as usual inventory projection for 2020 using information used for the General Plan Update. MBA quantified the emission reductions from measures identified by the County and proposed additional measures suitable for the predominantly rural unincorporated areas and rural communities within the County's jurisdiction. In addition, the CAP provides estimates of reductions that will be obtained in the County from State greenhouse gas and energy regulations. MBA developed a monitoring program consistent with the General Plan annual reporting process using data already collected for other purposes whenever feasible. The CAP is currently out for public review along with the County's General Plan Update EIR.

Contact: *Dave Bryant, Division Manager, Special Projects*
 County of Tulare, 5961 South Mooney Blvd., Visalia, CA 93277
 (559) 733-6291, dpbryant@co.tulare.ca.us

Kings County Air Quality Element. The Element includes a GHG inventory using EMFAC 2007 emission factors and various quantification protocols, air quality and climate change policies and implementation measures, and a background report describing air quality and climate change regulatory and environmental setting. The Element focused on land use and transportation strategies to reduce mobile sources emissions and energy efficiency and conservation measures to reduce electricity and natural gas consumption. As a rural county, the plan emphasized protecting agricultural land and developing in a compact manner in cities and rural communities. The General Plan Update was recently approved by the Board of Supervisors.

Contact: *Gregory R. Gatzka, Community Development Director*
 Kings County Community Development Agency
 Kings County Government Center, Hanford, CA 93230
 559.582.3211 x2682, Greg.Gatzka@co.kings.ca.us



EXPERIENCE AND REFERENCES

Greenhouse Gas and Climate Change Analyses for CEQA Compliance: MBA has prepared more than 60 climate change analyses for Environmental Impact Reports for a wide variety of residential, commercial, and planning projects. MBA has been on the forefront in addressing climate change issues in CEQA documents since this issue first arose more than three years ago. MBA has completed Climate Change and Greenhouse Gas analyses for the following projects. Climate change analyses prepared by the MBA Air Quality Team include: background information on GHGs, climate change, and legislation; detailed GHG emission inventory of project emissions; identification of an appropriate significance threshold; significance determination; and mitigation measures. Please contact MBA if additional information for any of these projects is desired.

Project Name	Jurisdiction/Agency	Approximate Date of Preparation
Gosford Village Shopping Center	City of Bakersfield	January 2007
Panama Lane Shopping Center	City of Bakersfield	January 2007
Commons at Madera Fairgrounds	City of Madera	February 2007
Port of Sacramento Regional Petroleum Terminal	City of West Sacramento	April 2007
Rich Haven Specific Plan	City of Ontario	June 2007
Martin Ranch	County of San Bernardino	June 2007
Murrieta Marketplace	City of Murrieta	November 2007
North Fork Village	City of Madera	November 2007
Tentative Tract Map 62757	City of Lancaster	November 2007
Granite Mine Expansion	City of Twentynine Palms	December 2007
University Hills	City of San Bernardino	December 2007
Perris Ridge	City of Perris	December 2007
Los Osos Wastewater Project	County of San Luis Obispo	January 2008
Rancho Diamante	City of Hemet	February 2008
Lodi Walmart	Doucet & Associates/City of Lodi	February 2008
Edgewater Communities	City of Chino	March 2008
McIntosh Nickel Family	City of Bakersfield	March 2008
Chino South Industrial Park	City of Chino	March 2008
Burriss and Lincoln Basins Reconfiguration and Five Coves Pipeline	Orange County Water District	April 2008
Kasbergen Residential Development	City of San Jacinto	April 2009
Fresno State Campus Master Plan	City of Fresno	April 2008
Reina Ranch	City of Bakersfield	May 2008



EXPERIENCE AND REFERENCES

Project Name	Jurisdiction/Agency	Approximate Date of Preparation
Public Safety Enterprise Communication	County of Riverside	May 2008
Oakley Home Depot	City of Oakley	May 2008
Tulare Motorsports	City of Tulare	May 2008
Santa Rosa Lowe's	City of Santa Rosa	June 2008
Sonora Lowe's	City of Sonora	June 2008
Stonefield Tentative Tract Map 18393	City of Chino Hills	July 2008
Oakmont Industrial Complex	City of Rialto	August 2008
Silverlakes Recreational Complex	City of Norco	August 2008
Alessandro/Kaliber Warehouse	City of Perris	September 2008
Highland Fairview Corporate Park	City of Moreno Valley	September 2008
Florence Drive Detention Basin	City of Vacaville	September 2008
Standard Center	County of Tuolumne	October 2008
Marina Park	City of Newport Beach	October 2008
Moon Camp	County of San Bernardino	November 2008
Avocado Heights	County of Los Angeles	December 2008
The Main Corporate Park Hotel	City of Irvine	January 2009
Almond Plaza	County of San Bernardino	March 2009
Chaffey High School No. 10	Chaffey Joint Union High School District	April 2009
College Park	City of Upland	April 2009
Redlands Wal-Mart	City of Redlands	May 2009
Lugonia Redevelopment	City of Redlands	May 2009
Anaheim Park	City of Anaheim	June 2009
Madera Town Center	Zelman Development Company/City of Madera	June 2009
Learning Center	City of Newport Beach	July 2009
San Antonio Heights Trail	County of San Bernardino	July 2009
Mid Basin Well	Orange County Water District	August 2009
Los Banos Wal-Mart	City of Los Banos	August 2009
Park View at Town and Country Manor	City of Santa Ana	August 2009

EXPERIENCE AND REFERENCES

Project Name	Jurisdiction/Agency	Approximate Date of Preparation
Barstow Industrial Park	City of Barstow	September 2009
Oroville Wal-Mart	City of Oroville	September 2009
Knowleton Office	City of Corona	October 2009
Renaissance Specific Plan	City of Rialto	November 2009
Milpitas Wal-Mart Expansion	City of Milpitas	November 2009
William J Carroll Government Center	County of Solano	December 2009
Climate Action Plan	Tulare County	March 2010
Patterson Plaza	City of Patterson	April 2010
Ramona Apartments	City of Long Beach	April 2010
City of San Ramon General Plan Update	City of San Ramon	April 2010
Climate Action Plan	City of San Ramon	April 2010
Climate Action Plan	City of Hesperia	May 2010
Capistrano Hillside Residential	City of Dana Point	May 2010
Fletcher Basin Drainage System Improvement	Orange County Water District	May 2010
North Basin Groundwater Protection	Orange County Water District	May 2010

Understanding of Scope of Work and Work Proposal/Approach

Objectives

It is MBA's understanding that the City desires a GHG Inventory to:

- Identify reductions needed to meet the objectives of U.S. Mayor's Climate protection agreement and State and Federal goals and legislation;
- Support the City's Office of Sustainability in further development of energy savings plans, climate action planning, and sustainability policies
- Complement and further the endeavors of the existing Palm Springs Path to a Sustainable Community.

Report Format

The report will make use of charts, graphs, and photographs to enhance the data. Technical supporting information will be provided in the appendices. The GHG Inventory will be prepared in a style and format consistent with MBA's recent Climate Action Plans for San Ramon and Hesperia or other format preferred by the City.

Models and Methodology

MBA uses the ICLEI Clean Air and Climate Protection (CACP) software to estimate emissions for baseline and future year inventories. MBA prepared inventories for the City of San Ramon using this software and found it to be user-friendly. Its advantage is that the methodologies built into the model are widely accepted.

The emissions inventories will use the best data available. MBA will collect City operations data from City departments and existing City documents and reports. MBA will obtain electricity and natural gas data from the applicable providers. MBA will review vehicle miles traveled (VMT) data developed by Caltrans, and by the Coachella Valley Association of Governments and South Coast Air Quality Management District for their transportation plans and air quality plans for adequacy and usability. The regional traffic model may have the capacity to provide city specific VMT estimates. Otherwise, MBA can use a population weighted VMT estimate for the City portion of regional VMT. Traffic that only passes through the City in route to other destinations will be accounted for in the VMT estimates to ensure that emissions reflect sources that the City has the ability to influence or control. MBA will quality check the emissions calculations from the South Coast Air Quality Management District for consistency with Palm Springs data.

Inventory Scenarios

Inventory scenarios are required to provide baseline information and progress toward achieving goals and targets. A 1990 base year is needed for targets that are based on achieving 1990 emissions in a future year, for example, reduce emissions to 1990 levels by 2020. Targets based on reductions from a future year Business as Usual (BAU) inventory do not require a 1990 base year. For example, the California Air Resources Board (ARB) Scoping Plan provides a 28.3 percent reduction from the 2020 BAU inventory to achieve 1990 emission levels statewide. Local reductions consistent with the ARB target reductions of 28.3 percent have been used as target levels for Climate Action Plans in other California jurisdictions. ARB also suggests a 15 percent reduction from 2008 emissions by 2020 as a reasonable target for local governments to assist the state in achieving the scoping plan targets. 2050 emissions projections will be highly speculative due to difficulties in forecasting growth trends that far in the future and because of uncertainty regarding technological innovations and future regulatory initiatives at the state and federal level. If prepared, 2050 forecasts will be based on emission rates predicted for 2020 grown at rates

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proportional to 2050 population forecasts. This data illustrates the challenge presented by long term growth. It appears that 2012 targets contained in the *Palm Springs Path to a Sustainable Community* are based on the assumption that regulations and programs that have gone into effect prior to 2005 should be accounted for in the percent reductions, hence the need for a 2000 or 2002 inventory. For example, buildings constructed after 2005 benefit from Title 24 energy efficiency standards that went into effect in 2005 and 2010. City programs that have gone into effect during this period can also be counted toward reduction goals.

In its Addendum No. 1, the City indicated that, "there are three inventories requested," but the City also requests forecasting for both 2020 and 2050. In order to display forecasting for 2020 and 2050, those inventories will need to be generated as well. MBA believes that the three scenarios will not meet City objectives. Therefore, MBA recommends the following scenarios:

Inventory Scenarios (in City Addendum No. 1)	Inventory Scenarios (as recommended by MBA)
<ul style="list-style-type: none"> ▪ 2000 or 2002 ▪ 2004 or 2006 ▪ 2008 	<ul style="list-style-type: none"> ▪ 1990 ▪ Baseline year to be determined based on reduction targets and data available ▪ 2008 Baseline year ▪ 2012 business as usual ▪ 2012 compliance ▪ 2020 business as usual ▪ 2020 compliance ▪ 2030 business as usual (optional) ▪ 2030 compliance (optional)

1990 and 2012 Inventory: The RFP did not request a 1990 or 2012 inventory. However, Addendum No. 1 states, "...the consultant awarded the contract will need to show how the reductions needed meet the U.S. Climate Protection agreement commitment for 2012." The U.S. Mayors Climate Protection Agreement reports a target of reducing greenhouse gases to 7 percent below 1990 levels by 2012. In addition, Climate Change Objective 2 in the *Palm Springs Path to a Sustainable Community* (Draft March 25, 2009) is to "develop strategies to reduce contributions to GHG emissions to 1990 levels by 2020 and carbon neutrality by 2030." MBA was unable to locate a 1990 inventory for the City. Therefore, MBA recommends that if a 1990 City inventory has not been completed, MBA suggests preparation of a 1990 inventory as well. A projection for 2012 is required to demonstrate the reductions required to meet the U.S. Mayors Climate Protection Agreement target and reduction progress for individual measures in the *Palm Springs Path to a Sustainable Community*.

Baseline Inventory: The year for the baseline inventory will be determined after discussion with the City at the Kickoff Meeting. It is unknown why the City chose the years it did for the baseline/interim. Therefore, to create a concise inventory and report, it is recommended that a baseline year be chosen to correlate to a target. Otherwise, a baseline year of 2008 can be presented for informational purposes.

Year 2020: Although the Addendum No. 1 indicates that only 3 inventories are requested, the City also states that it would like projections for "...both 'business as usual' and the reductions needed for meeting the State and ICLEI's recommended 2020 and 2050 goals." To demonstrate that the City will meet those goals and to estimate the reductions needed, a business as usual projection for 2020 is recommended. In addition, to demonstrate the reductions from State regulations and City actions, a "compliance"



scenario is also recommended. MBA has some of the compliance scenario data in its files, as MBA estimated reductions from State regulations for the City of Hesperia and City of San Ramon Climate Action Plans.

Year 2050: The City indicates that it would like a 2050 projection. However, MBA does not recommend preparation of this year because future technologies and regulations could reduce 2050 emissions even further. To project emissions in 2050 at this time would be speculative. In addition, although Executive Order S-3-05 has a reduction target for the year 2050, Assembly Bill (AB) 32 does not. Nevertheless, if the City still desires a 2050 projection, MBA can prepare it.

Year 2030 (optional): As an optional task, MBA can prepare a business as usual and/or compliance projection for 2030, to be consistent with Climate Change Objective 2 in the Draft *Palm Springs Path to a Sustainable Community*. Because the document is over a year old, it is uncertain if the "carbon neutrality" by 2030 objective is still valid. However, this inventory will illustrate the reductions required to achieve carbon neutrality.

Scope of Services

Task 1: Kickoff Meeting and Project Management

MBA will meet in person with the Stakeholders (Office of Sustainability, Sustainability Commission, City Green team, and technical staff) to review the plan for providing the GHG Inventory. Any adjustments to the work plan will be addressed at this meeting. Additionally, ongoing communication between MBA and Office of Sustainability representatives to track and manage the work will be performed under this task.

At the Kickoff Meeting, MBA will present to the stakeholders our plan for providing the analysis and modeling support, including:

- The plan for completing each of the tasks in this statement of work, including a task schedule.
- The data currently available or maintained by MBA that will be used in the analysis and modeling.
- The additional data that must be assembled to conduct the analysis and modeling, and the plan for obtaining the data.
- The modeling system that will be used in the analysis and modeling.
- Any additional model development that must be performed to conduct the analysis and modeling, and the plan for completing the project.
- The scenarios of model drivers that will be used in the analysis, including but not limited to:
 - For City Inventory: change in number of City employees, fleet changes, economic growth, energy projects, employee commute and other drivers as may be indicated in standard GHG protocol.
 - For Community Inventory: population growth; technology advancement (including emission reduction technologies and their costs); energy prices; and other data as needed.
 - For any data expected to be provided by the City and its employees, utilities, agencies and stakeholders, MBA will describe how adequate data may be obtained in the event that the participants are unable to provide the data requested.

Following the Kickoff Meeting, MBA will prepare a memo summarizing any adjustments in the approach agreed to at the meeting. MBA will meet at least weekly by conference call with staff to review the status of the work and discuss stakeholder feedback. MBA will prepare and provide periodic status reports, no more frequently than monthly. MBA will provide an introductory memorandum to be emailed to department heads and employees that introduces the contract team, describes the GHG emissions data collection process and solicits for participation in the process including any data collection forms (web based

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28 hours of project management time. If additional hours are requested, they will be provided under separate authorization.

Deliverables: (1) Presentation to the Kickoff Meeting; (2) Memo with approach; (3) Weekly conference calls; (4) Periodic status reports; (5) Data collection forms and introduction memorandum for staff.

Task 2: Assemble Data and Prepare Modeling and Conduct Detailed Analyses

The purpose of this task is to assemble the data and assumptions, and to prepare the necessary modeling tools to prepare modeling reference case and to conduct detailed impact analyses of alternative program designs. The data and modeling tools will be of sufficient quality to enable MBA to represent and estimate impacts at the operational level, including impacts on emission leakage, output, and competitiveness. Impacts estimated for the energy industries will also include fuel prices, fuel consumption, electricity generation, electricity prices, electric generation mix, and other impacts as mutually identified. MBA will base this analysis on data generated by the Air Resources Board to support the Scoping Plan. Emission leakage will be discussed qualitatively. In general, captive industry and services that cannot relocate or that are low energy consumers will not experience leakage to other areas. Restricting housing types and densities to those not supported by the market could push development to other areas. However, market trends appear to be changing to support sustainable development designs that could counter leakage problems.

The RFP indicates that, "macroeconomic impacts shall be assessed, including impacts on employment, income, and output." However, MBA does not recommend that a quantitative economic assessment be included in the GHG Inventory. The GHG Inventory has a purpose to report the past, present, and future GHG emissions for the City. MBA proposes a qualitative discussion of macroeconomic impacts to accompany the GHG Inventory.

The data, assumptions, and modeling tools will reflect the scenarios identified in the section, "Inventory Scenarios" and in Task 1.

Deliverables: (1) The data, assumptions, and modeling tools required for the GHG inventory and report; (2) Preparation of reports and revisions as directed; (3) Detailed document describing the data, assumptions, and model tools; and (4) Revised final document incorporating comments and approval from the Office of Sustainability and all stakeholders if applicable.

Task 3: Perform to Support Program Design Deliberations

MBA will develop a list of analyses to be performed using the data, assumptions, and models developed in Task 2. MBA will conduct the analyses and provide them to the stakeholders as directed. The list of analyses may be adjusted mutually by the project manager and MBA as needed to support the Office of Sustainability and Sustainability Commission objectives. Additionally, MBA will interact frequently with the City's contract administrator, including conference calls at least bi-weekly and five in-person meetings. To streamline the process, MBA and the City should confer at the beginning of the project to define the analyses required and minimize changes after data has been collected.

Deliverables: (1) List of analyses being performed; (2) Results for each analysis; (3) Draft summary report presenting the data, assumptions, models, and results; (4) Revised draft summary report incorporating City's contract administrator and stakeholder comments and suitable for public release; and (5) Final summary report incorporating public comments.

Task 4: Stakeholder Process Support

The purpose of this task is to support the contract administrator during larger public meetings of the Stakeholder Group where additional stakeholders or members of the general public are present. MBA will provide the following support:

- Prepare and present summaries of the methods, data, and results at two larger stakeholder meetings, the first of which will take place in September 2010.
- Prepare draft presentations for stakeholder review. Incorporate comments prior to delivering the presentations.
- Review and summarize comments received from stakeholders.
- Prepare summary responses to comments received from stakeholders.

Deliverables: (1) Presentations to two stakeholder meetings; and (2) Review and response to stakeholder comments.

Note: This task includes 8 hours of meeting time and 38 hours of response to comments time. If additional hours are required, they will be provided under separate authorization.

Optional Task A: User Friendly Summary

MBA could prepare an attractive, full-color inventory summary suitable for public outreach. The summary would be no more than four pages in length that could be printed double-sided on a single 11 by 17-inch sheet of paper. The summary will use charts and graphs to illustrate the data with minimal use of tables. The summary will focus on the significant findings of the inventories. MBA will provide 100 copies on good-quality, high-recycled-content paper and a print-ready original in electronic format.

Optional Task B: Year 2030 Business as Usual Inventory

As discussed, if the City desires a year 2030 business as usual inventory, one can be provided.

Optional Task C: Year 2030 Compliance Inventory

As discussed, if the City desires a year 2030 compliance inventory, one can be provided.

Schedule

The City desires a draft GHG Inventory report within 7 weeks from contract award, which is completely feasible for MBA. MBA prepared an entire Climate Action Plan (from contract award to public review) for the City of Hesperia in two months. Through preparation of the City of San Ramon and City of Hesperia's GHG inventories, MBA has become efficient in preparation of GHG inventories and can expedite the City's GHG Inventory. The proposed schedule is as follows.

Work Product/Milestone	City Suggested Schedule (in 2010)
Contract award	July 21
Request electricity and natural gas data	July 22
Task 1: Kickoff meeting (includes presentation)	August 11
Task 1: Provide data collection forms and introduction memorandum for staff	August 11



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Work Product/Milestone	City Suggested Schedule (in 2010)
Task 1: Data collection, weekly conference calls, and periodic status reports	August 11 - October 1
Task 2: Document (data and modeling tools)	August 11
Task 2: Prepare data inputs and modeling	August 11-23
Task 2: Revised document (data and modeling tools)	1 week following receipt of comments
Task 2: Complete draft and present results to Contract Administrator	August 26
Task 2: Feedback and changes	August 30
Task 3: Analysis results	August 26
Task 3: Draft summary report	September 8
Task 3: Revised draft summary report	10 days following receipt of comments, ideally by September 20
Task 3: Final summary report	1 week following receipt of final comments from Contract Administrator
Optional Task A: User-Friendly Summary	1 week after submit final report
Task 4: Presentations to stakeholder meetings and formal presentations	September 15, September 21, October 6, TBD in October

Local Preference

MBA wishes to claim the local preference consideration. MBA established an office in the City of Palm Springs (340 S. Farrell Drive, Suite A210, Palm Springs, CA 92262) in 2005 and are significantly involved in the Coachella Valley business community. A copy of our City Business License is included in Appendix C.



Cost Proposal

The following is the cost proposal for MBA's scope of work.

MBA PROFESSIONAL LABOR	FEES
Task 1: Kickoff meeting and project management	5,950
Task 2: Assemble data, prepare modeling, and conduct detailed analyses	8,500
Task 3: Perform to support program design deliberations	8,000
Task 4: Stakeholder process support	6,720
Subtotal Labor	\$29,170
Document Printing, Supplies	1,750
Travel/Mileage	1,500
Postage/Deliveries	500
Subtotal Direct Costs	\$3,750
Total without Optional Tasks	\$32,920
Optional Tasks	
<i>Optional Task A: User Friendly Summary</i>	1,000
<i>Optional Task B: 2030 Business as Usual Inventory</i>	1,000
<i>Optional Task C: 2030 Compliance Inventory</i>	1,000
Total with Optional Tasks	\$35,920

Fee Assumptions

The assumptions used in calculating the above fees are:

- The price is valid for up to 90 days from the date of the proposal, after which it may be subject to revisions.
- This price is based upon completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs, and to reflect adjustment for updated billing rates.
- The fees shown include any applicable administrative fees.
- Printing costs are based on printing method and binding proposed, specific numbers of copies proposed as work products, and estimated page lengths. Document printing costs are estimated and will be finalized at the time of printing.

Costs have been allocated to tasks based on MBA's proposed approach. During the work, MBA may, on its sole authority, re-allocate costs among tasks, as circumstances warrant, so long as the adjustments maintain the total price within the authorized amount for each primary milestone identified in the project schedule.



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Direct expenses are billed at the amount charged, as described below.

- Out-of-pocket expenses: including but not limited to travel, messenger service, lodging, meals, blueprint, reproduction, and photographic services: Cost, as charged to MBA.
- Passenger cars: \$0.50 per mile.
- Reproduction and color copies: Reprographics Fee Schedule provided on request.
- Records checks: fees vary with facility and project.
- Per diem: \$145/per day. Lodging surcharge may apply in high rate areas.

MBA Staff Billing Rates

Frank Coyle	\$175/hour
Dave Mitchell	\$155/hour
Cori Wilson	\$120/hour
Margaret Partridge	\$ 90/hour
Other Climate Change Staff (if needed)	\$100-135/hour
Graphics/GIS	\$ 85/hour
Technical Editor	\$ 95/hour
Word Processing/Clerical	\$ 60-75/hour

Appendix A: Resumes





Frank L. Coyle, REA
Senior Project Manager

Overview

- 19 Years of Planning Experience
- B.S. in Community and Regional Planning, Iowa State University

Frank Coyle, REA, is highly experienced in urban and regional planning in both the private and public sectors. He has prepared and managed a wide variety of high-quality policy planning and environmental documents achieving an impressive record of accomplishment in successfully managing projects through the entitlement process. Frank possesses strong knowledge and understanding of development economics, governing agencies and bureaucratic procedures. He has reviewed and processed various specific plans, environmental impact reports, managed a wide variety of site specific projects through the CEQA process, evaluated general plan amendments, zone changes and subdivision requests, prepared and presented reports, and made recommendations to various planning bodies. His thorough knowledge of CEQA and experience with the principles and practices of urban and regional planning, zoning and subdivision concepts makes him a leader in the industry and asset to the MBA team. Frank is also a member of the mayor of Redlands' Taskforce on SB 375.

Related Experience

Master Planned Communities

Quail Ranch, City of Moreno Valley. Responsible for managing the preparation of the planned unit development, Phase I environmental site assessment, environmental impact report and coordination of various technical studies such as traffic, air, noise, biology, geotechnical, hydrology and fiscal impact analysis for an active-adult mixed-use project located in an environmentally sensitive area. The 1,460-acre project consists of approximately 1,450 residential units, a redesigned golf course and clubhouse, recreational amenities (parks, paseos, community center and trails), and extensive open space including restoration of natural drainage courses and the creation of wildlife corridors.

Plaza de Murrieta, City of Murrieta. Successfully prepared and managed the Plaza de Murrieta specific plan document and subdivision maps for this 52-acre project. Additional responsibilities included overseeing the preparation of various technical studies (traffic, air, noise, biology, geotechnical and hydrology) for this mixed-use master planned community specifically designed to accommodate home-based businesses and a village commercial center with a distinctive "Urban Village" setting. The project consists of 96 single family residential lots, 155 condominium residential units, 83 live/work units and 8.14 acres of village commercial uses. The project was approved by the City of Murrieta in July of 2007.

Bakersfield College Northwest Center Specific Plan, County of Kern. Responsible for assisting the preparation of the Bakersfield College Northwest Center Specific Plan located on 228 acres. The project is a mixed-use master planned community designed to create a college campus village atmosphere for students and residents. The plan was designed to provide a college campus, village type commercial uses, both low and medium density residential development, and a central park for both students and residents. This Specific Plan was completed in 2007.

Desert Lakes, City of El Centro. Associate in charge of preparing this specific plan for a master planned community located at the southwest corner of I-8 and State Highway 111. The project consisted of 6,064

single and multi family residential lots, parks, four school sites, a fire station, a community center, lakes, and open space on 1,290 acres. The Specific Plan was completed in 2007.

Winchester Hills, County of Riverside. Director of planning for this 160-acre development located at Newport Road and Leon Road, near the Mt. San Jacinto College-Menifee Campus, in an unincorporated area of Riverside County. This project contains 350 residential lots, both single-family and multi-family, a school site, park site, and an 18-acre commercial site. Residential lot sizes are minimum 7,200 square feet. Responsible for the preparation of a Specific Plan Amendment, General Plan Amendment, Change of Zone, and Tentative Tract Map; and agency processing and coordination efforts. The Specific Plan Amendment was approved by the County of Riverside in 2005.

Riverwoods, City of Perris. Director of planning in charge of preparing the Specific Plan Amendment for this 227-acre project consisting of 696 single family residential units, a community center, a community park and an elementary school. The Specific Plan Amendment was approved by the City of Perris in September 2004.

Villages of Avalon, City of Perris. Senior planner for this mixed-use development immediately adjacent to the Ramona Expressway and south of Lake Perris. A total of 14 tracts are contained within Master Tentative Tract Map 22831 of Villages of Avalon, and all were previously recorded. A Specific Plan Amendment (SPA) was prepared to reflect changes in the existing land use plan to include an additional one acre (14 lots) of land not originally within the plan boundary and to convert approximately 28 acres of single-family residential area into a 10-acre elementary school and an 18-acre middle school site. A Supplemental EIR was provided to document changes from the original project, discuss changes in environmental conditions, and evaluate any significant impacts to the site. This project was approved by the City of Perris in December 2004.

BDS II; Tentative Tract Map 31924 and Tentative Parcel Map 32092, City of Banning. Assisted in the preparation and processing of two subdivision maps and technical studies (traffic, biology, and hydrology) for this 452-acre project consisting of 481 single-family residential lots, parks, and open space. The project was designed to avoid environmentally sensitive areas as much as possible. The project was approved by the City in May of 2005.

Roripaugh Ranch, City of Temecula. Director of planning responsible for the preparation of the specific plan and environmental impact report for this master planned community located on approximately 805 acres off of Butterfield Stage Road in the City of Temecula. The project consisted of approximately, 2,000 single and multi family residential units, commercial uses, two school sites, a 20 acre sports park, paseos, a public and private recreation center, flood control improvements, and approximately 200 acres of open space. The project was approved by the City of Murrieta in 2002.

Villages of Old Town, City of Temecula. Director of planning for this mixed-use project of a maximum of 1,631 dwelling units on 152 acres with an overall density of 10.7 dwelling units per acre. This project consisted of a specific plan amendment, environmental impact report, a tentative tract map and a tentative parcel map. This project included a village park, multi-family and single family dwelling units, a community center and open space. This project is located downtown and is designed to avoid urban sprawl, offering incentives for high-quality urban design. The Specific Plan Amendment and the Draft Environmental Impact Report were completed in 2002.

Trilogy at Glen Ivy, County of Riverside. Responsible for coordinating the preparation of the specific plan amendment, subdivision maps, Phase I environmental site assessment, and supplemental environmental impact report for this 1,571 unit planned active-adult community on 820 acres. The project is nestled in the foothills of the Cleveland National Forest, south of the City of Corona. The project also included a championship level 18-hole golf course. The project was approved by the County in January of 2000.

Travertine Development, City of La Quinta. Senior planner for this 900-acre, golf-oriented community with 2,300 homes, a 277-unit hillside enclave on 330 acres, one hotel, commercial/retail sites, and two championship 18-hole golf courses. The project is located at the base of the Santa Rosa Mountains. Responsibilities included Specific Plan preparation and coordination with various agencies. Some of the significant project issues included sensitively and creatively were such things as mitigation for the endangered bighorn sheep, conformance with a multi-species Habitat Conservation Plan, open space access and trails, water supplies, public services, and infrastructure. This project was approved by the City of La Quinta in 2000.

Shadowrock Resort, City of Palm Springs. Responsible for processing this controversial, and complex planned development district; environmental impact report; tentative parcel map and tentative tract map for this destination resort. The project consisted of an 18-hole championship golf course with spa/fitness/tennis facility, 135 single family and luxury estate units, and a 270 unit lodge on approximately 348 acres at the base of the Palm Springs Aerial Tram.

Palm Springs Classic Resort Community, City of Palm Springs. Responsible for processing this desert resort planned unit development and environmental impact report located at the southeastern corner of Vista Chino and Gene Autry Trail. The project consisted of a 400-room hotel, 27-hole championship golf course and up to 430,000 square feet of commercial uses.

Commercial/Industrial Parks

I-10 Distribution Center, County of Riverside. Currently managing the preparation of a draft environmental impact report for an approximate 228-acre industrial development located along the north side of Cherry Valley Blvd. east of the I-10 Freeway. The project consists of two buildings totaling up to 2,600,000 square feet of industrial type uses. It is anticipated that both buildings will be LEED certified.

O'Donnell Industrial Park, City of Banning. Responsible for managing a 64-acre site development application for an industrial park development proposed at the northeast corner of Hathaway and Ramsey. The project consists of 12 industrial buildings totally 1,200,000 square feet of industrial park uses. This planned industrial development will also provide the necessary circulation improvements to accommodate future development to the east.

Villages of Glen Ivy, County of Riverside. Responsible for managing this 18-acre commercial development consisting of a plot plan, subdivision map, technical studies including traffic, air, noise, biology, hydrology located at the northwest corner of Trilogy Parkway and Temescal Canyon Road. This project consists of a grocery retail store, a pharmacy, two restaurants, neighborhood commercial and office uses ranging in size from 6,000 square feet to 43,000 square feet.

Gateway Business Park, City of Moreno Valley. Responsible for managing this 22-acre business park development consisting of a plot plan, subdivision map, Phase I environmental site assessment, technical studies including traffic, air, noise, biology, hydrology, and annexation into the City of Moreno Valley. This project consists of 16 industrial/warehouse buildings ranging in size from 6,000 square feet to 43,000 square feet for a total of approximately 254,000 square feet. The project was approved by the City in March of 2008.

Sun Lakes Village, City of Banning. Successfully managed the specific plan amendment, various technical studies (traffic, noise, biology and hydrology), and a tentative parcel map for this 41-acre commercial project. The project consists of six auto dealer pads, three medical office pads and three commercial retail pads. Additionally, coordinated the preparation of the preliminary design of Sun Lakes Blvd. which when fully constructed will provide a much needed east-west regional corridor through the City of Banning. The project was approved by the City of Banning in May of 2006.

Brea Industrial Specific Plan, City of Brea. Senior planner responsible for preparing a Specific Plan, General Plan Amendment and Change of Zone documents. The purpose of the Brea Industrial Specific Plan was to allow for the development of 619,984 square feet of industrial, office and warehouse/distribution uses within the city limits of Brea. The planned development will replace the existing vacant land and citrus orchards by means of a General Plan Amendment and Change of Zone to be implemented in conjunction with this Specific Plan. This project was approved by the City of Brea in 2000.

Miscellaneous Projects

Ben Clark Training Facility Regional Water Quality Management Plan, County of Riverside. Responsible for preparing the preliminary regional water quality management plan for this County operated training facility for fire, medical and sheriff staff. The project site is located on approximately 375 acres off of Van Buren Boulevard. This unique water quality management plan was developed to assist the various County departments in the overall location, type, and design of regional water quality improvements. This document was prepared in 2008.

Cameron Ranch, County of Riverside. Responsible for preparing a Foundation Component Amendment application for a 600-acre master planned community located off of Highway 243 south of the City of Banning. The foundation component amendment was requested to change the County of Riverside General Plan designation of Rural Mountainous (RM) to Estate Density Residential (EDR) to demonstrate consistency with the General Plan based off of a detailed slope analysis prepared for the project site. This report was prepared in 2008.

Park Hill, City of San Jacinto. Associate in charge of preparing opportunities and environmental constraints analysis for this 316 acre master planned community located on Park Hill. The purpose of this analysis was to identify buildable areas and environmental constraint areas associated with the project site and assist in the preparation of conceptual land use plans. This report was prepared in 2007.

Banning Industrial Park, City of Banning. Responsible for preparing a due diligence report for a 150-acre site located northeast of Hathaway and Ramsey. The purpose of this analysis was to identify buildable areas and environmental constraint areas associated with the project site and assist in the preparation of conceptual land use plans. This report was prepared in 2007.

Southern California Logistics Airport, City of Victorville. Assisted in the preparation of a due diligence report for this multimodal business complex consisting of manufacturing, industrial, and offices uses located on the Southern California Logistics Airport (SCLA) property. This report was prepared in 2005.

Phase I Environmental Site Assessments

- **Quail Ranch, City of Moreno Valley.** 1,500-acre proposed off of Gilman Springs Road south of Allesandro Blvd.
- **Planning Area 18 - Trilogy, County of Riverside.** 18-acre site at the northwest corner of Temescal Canyon Road and Trilogy Parkway.
- **Gateway Business Park, City of Moreno Valley.** 22-acre site off of Old-215 and Allesandro Blvd.
- **Techalloy, City of Perris.** 81 acres of vacant land
- **Noble Learning Communities, City of San Diego.** Six existing pre-schools within the San Diego area
- **Stone Creek, City of Murrieta.** 47 acres of vacant land
- **Village Woodrow, City of Moreno Valley.** 29-acre site

- **Mystic Lake, County of Riverside.** 200-acre proposed to be offered of purchase to the State of California Department of Fish and Game
- **Trilogy, County of Riverside.** 26-acre site located in the northwestern portion of the Trilogy master planned community
- **Victorville 35, City of Victorville.** 35-acre site east of La Paz Street and west of Sherman Way
- **Victorville 224, City of Victorville.** 224-acre site east of Hesperia Road and north of Seneca Road

Professional Affiliations

- Registered Environmental Assessor I - (REA I - 07926), 2004 to Present
- American Planning Association



David Mitchell, MA
Central Valley Branch Manager

Overview

- 19 Years Experience
- Master's degree, Geography – California State University, Fresno

Dave Mitchell, MA, has more than 20 years of experience in air quality and land use planning, including long-range planning, plan implementation, and managing large multi-disciplinary projects. Dave has served as project manager for numerous Negative Declarations, Environmental Impact Reports, and air quality projects. Dave possesses extensive experience in air quality analysis; CEQA lead agency and commenting functions; plan development; rule development; grant and incentive programs; and land use, transportation, and air quality connections. Expertise includes CEQA compliance, regulation development, state implementation plan issues, air quality impact assessments, air mitigation quantification methods, and air pollution control technology.

Related Experience

Air Quality

Air Quality Impact Assessment. As the Air Quality Services Manager, prepared and peer reviewed air quality impact assessments and air quality sections for EIRs and Negative Declarations for projects throughout California. These included projects in San Joaquin Valley, Bay Area, and South Coast Air Basins and individual county air districts. Project manager for specialized air quality studies requiring special technical expertise. For example, he prepared an air quality report and odor impact minimization plan for a Solid Waste Transfer Station in the City of Selma that demonstrated overall air quality benefits of the project. He peer reviewed the County of Tulare General Plan EIR air quality and greenhouse gas sections. Project manager for air quality reports for a quarry project and for a shopping center in Tuolumne County. Provided guidance and peer review for air quality and climate change reports and EIR sections for many MBA projects including those for Walmart projects, Amberwood Specific Plan in Selma, California State University, Fresno Campus Master Plan EIR, and Campus Pointe Partial Recirculated EIR. He has also completed an analysis for the Fresno County Office of Education regarding the impacts of a territory transfer between neighboring school districts. Dave refined the greenhouse gas mitigation measure quantification methodologies for use in climate change and greenhouse gas sections that comply with San Joaquin Valley and Bay Area CEQA guidelines.

Indirect Source Review. Leads MBA's staff in providing compliance assistance with San Joaquin Valley Air Pollution Control District Rule 9510 – Indirect Source Review. He has prepared or peer reviewed Air Impact Assessment (AIA) application packages for residential, commercial, and institutional projects. A sampling of projects includes: Felix Torres Family Housing Project, Arborpoint Apartments, McCaffrey Group Homes in Clovis, Clovis Community Hospital, Tulare Motor Sports Complex, Ceres Gateway Shopping Center, Lowes of Porterville, Kings Canyon Unified School District, the Commons at Madera Fair, Madera Town Center, Herndon Meadows Shopping Center in Fresno, and ten Walmart projects.

Special Air Quality Studies. Conducted a variety of special air studies to support client needs. Prepared analysis to quantify the air quality and greenhouse gas benefits of installing solar panels compared to power generated by natural gas turbines. Prepared analysis quantifying changes in bus emissions that would occur due to relocation of entry and exit points at a high volume transit stop. Developed a clean truck fleet methodology for a large retail chain that can be used to document mitigation credit for the San Joaquin Valley Air Pollution Control District Rule 9510 – Indirect Source Review. Developed a trip length methodology using

population distribution and market area data for use in commercial ISR applications. Quantified the greenhouse gas emission reductions from a full range of transportation and energy efficiency measures included in the Tulare Motor Sports Complex project. Quantified the greenhouse gas impacts of removing mature trees and replacing them with smaller replacement trees using the CUFR Tree Carbon Calculator.

Tulare County Climate Action Plan. Prepared a Climate Action Plan for the County of Tulare Resource Management Agency. The Climate Action Plan provides greenhouse gas inventories for current years, 2020 and 2030 for the County based on General Plan buildout. The plan includes strategies that demonstrate that the County will reduce emissions by amounts that exceed the targets of AB 32, the Air Resources Board Scoping Plan and the San Joaquin Valley Air Pollution Control District guidelines. The CAP quantifies emissions from changes in land use envisioned by the General Plan and from the adoption of State regulations on greenhouse gases. The Plan includes provisions for monitoring and tracking progress to ensure that the County's reduction targets will be met.

City of San Ramon Climate Action Plan. Prepared a Climate Action Plan for the City of San Ramon. The Climate Action Plan was prepared to be consistent with the Bay Area Air Quality Management Draft Air Quality CEQA Guidelines that provide criteria for demonstrating that a Plan would be consistent with AB 32, the ARB Scoping Plan, and regional emission reductions for the Bay Area. The plan includes 2008 baseline and business as usual inventories for 2020 and 2030. The Plan quantifies the benefits of land use and transportation strategies included in the Plan and demonstrates that it meets all consistency requirements. Also provided are implementation actions and a monitoring program to ensure that progress is tracked and corrective actions can be taken if needed and a section on climate change adaptation strategies and policies.

City of Hesperia Climate Action Plan. Contributing team member for the preparation of the City of Hesperia Climate Action Plan (CAP). The CAP includes baseline and projected business as usual inventories for 2020 and General Plan buildout. The CAP provides strategies and implementation actions to achieve target reductions compared to business as usual scenarios. The CAP quantifies emission reductions anticipated from state and City of Hesperia measures and provides a monitoring program to track progress. The CAP includes a thorough discussion of climate change adaptation policies and measures to minimize the potential impacts of climate change on future development. The CAP is currently out for public comment.

Kings County Air Quality Element. Prepared an Air Quality Element for the update to the Kings County General Plan. The Element was prepared to comply with AB 170 – Reyes requirements for Air Quality Elements in San Joaquin Valley jurisdictions and to address climate change issues. The Element included a background report describing the environmental and regulatory setting for air quality and climate change and baseline emission inventories for criteria pollutants and greenhouse gases. The Air Quality Element includes goals, objectives, policies, and implementation programs covering the full range of air quality and climate change topics. A policy analysis that examined all General Plan Elements and Community Plans was prepared that examined the air quality benefits of land use, transportation, and resource conservation policies and programs.

City of San Ramon 2030 General Plan Air Quality and Greenhouse Gas Element. Prepared an Air Quality and Greenhouse Gas Element and background report for the City of San Ramon. The background report includes discussion of regulatory environment for air quality and climate change, provides emission inventories, and a thorough discussion of existing state, regional, and local programs in place to reduce greenhouse gas emissions. The Element provides abbreviated background information and a complete array of air quality and climate topical areas with guiding policies, implementing policies, and policy discussions that provide details and explanations about the policies and references to similar policies in other General Plan Elements that provide air quality benefits.

City of Hanford Air Quality Element. Preparing an Air Quality Element and Background Report for the City of Hanford to comply with AB 170 requirements. The Element also addresses greenhouse gases and climate change issues related to AB 32. The Element includes a background report describing the environmental and regulatory setting for air quality and climate change and baseline emission inventories for criteria pollutants and greenhouse gases. The Air Quality Element includes goals, objectives, policies, and implementation programs covering the full range of air quality and climate change topics. A policy analysis that examined all General Plan Elements is provided as an appendix to the document.

URBEMIS Statewide Working Group. Long-term member of a working group of the California Air Pollution Control Officers Association Planning Managers. Mr. Mitchell was a primary point of contact for providing technical advice on the use of URBEMIS for many years. The San Joaquin Valley led the update to the mitigation component to strengthen the quantification of emission reductions from onsite measures.

Guide for Assessing and Mitigating Air Quality Impacts, San Joaquin Valley Air Pollution Control District. Managed and co-authored the District's guidance for local agencies and consultants addressing air quality impacts in CEQA documents. The document was widely used as a model by other air districts.

Air Quality Guidelines for General Plans, San Joaquin Valley Air Pollution Control District. Prepared a guidance document for local agencies to use for addressing air quality issues in their general plans. The document won an award from the California Chapter of the American Planning Association. An update to replace outdated information was completed in 2005.

Indirect Source Review, Rule 9510 Development, San Joaquin Valley Air Pollution Control District. Project manager for the development and implementation of an Air Quality Mitigation Fee Regulation covering nearly all development in the San Joaquin Valley. Researched relevant legislative authority, developed the control measure, drafted regulatory language, and managed the public participation process. Led the implementation team that developed application forms and instructions, and a project tracking system. Mr. Mitchell addressed numerous policy and analysis questions encountered during the first seven months of application processing.

CEQA Commenting, San Joaquin Valley Air Pollution Control District. Supervised and managed the District's program for commenting on the air quality impacts of development projects impacting the region. His section commented on over 2,000 projects per year. He provided guidance to consultants preparing air quality impact assessments and was a statewide point of contact for the URBEMIS land use model. Lead the preparation of the District's Guide for Assessing Air Quality Impacts.

CEQA Lead Agency, San Joaquin Valley Air Pollution Control District. As section manager, prepared and reviewed CEQA documents for District plans, rules & permits, and managed contracts for EIRs prepared by consultants. He helped develop District procedures for conducting CEQA reviews on District permits on dairies and other large confined animal facilities.

Environmental Audit, Altra Biofuels, Goshen Ethanol Plant, County of Tulare. Audit team member addressing air quality permitting and compliance issues at the company's Goshen facility. Reviewed air quality permits and verified compliance with permit conditions during the audit.

Initial Study/Negative Declaration, Pacific Ethanol, County of Madera. As CEQA section manager, guided the preparation of a negative declaration for the air permit for a new ethanol plant.

Conservation Management Practices (Rule 4570), San Joaquin Valley Air Pollution Control District. Led the District's rule development process for the most stringent rule of its kind in the nation. He successfully brought together diverse stakeholders who had been previously unregulated. The program was approved by the United

States Environmental Protection Agency (USEPA) and meets requirements for best available control measures (BACM) for fine particulate matter (PM10).

Chair of the San Joaquin Valley Study Agency's Agriculture Technical Committee (AgTech). The committee is comprised of District technical staff, California Air Resources Board staff, scientists, researchers, Natural Resource Conservation Service (NRCS), and agriculture industry representatives. The AgTech Committee is responsible for identifying research needs, reviewing agriculture-related research proposals and results, and reporting progress to the Policy Committee of the Study Agency.

Project Manager, 2003 PM10 Plan, San Joaquin Valley Air Pollution Control District. As plan development supervisor, managed the plan development process for the Serious Area PM10 attainment plan for the San Joaquin Valley. He coordinated a multi-disciplinary team for the emissions inventory, atmospheric modeling, speciated roll-back analysis and control strategy development. The plan was approved by USEPA.

Supervisor, Regulation VIII - Fugitive Dust Prohibitions, BACM Amendments, San Joaquin Valley Air Pollution Control District. Mr. Mitchell provided oversight for the rule amendment process for the fugitive dust regulations covering construction, demolition, paved and unpaved roads, parking areas, and open areas. He gained expertise in quantifying fugitive dust emissions. The rules were approved as BACM by USEPA.

Supervisor, Heavy-Duty Engine Incentive Program, San Joaquin Valley Air Pollution Control District. Supervised the development and implementation of the District's grant and incentive programs including the use of state Carl Moyer Program funds, District Department of Motor Vehicles registration fees, Congestion Mitigation and Air Quality funds, and state transportation funds. The District's grant programs have successfully granted over \$100 million to emission reduction projects since their inception.

Land Use/CEQA

Tulare Motor Sport Complex EIR, City of Tulare. Project manager for the preparation of the project EIR for a NASCAR capable racetrack and drag strip proposed as part of a multiuse commercial project with a combination of retail and recreational uses. Significant issues include traffic, noise, air quality, aesthetics, and farmland conversion. The 711-acre site will accommodate approximately 3.2 million square feet of development and have a seating capacity for over 50,000 spectators in the track's stadium.

Project Manager, Reina Ranch Residential Development Project Draft EIR, Kern County. Project manager for the preparation of an EIR for a 250 unit 80 acre residential development project in the Metropolitan Bakersfield area. Primary issues are traffic, air quality, noise from adjacent uses, and farmland conversion.

Project Manager, California State University, Fresno Campus Master Plan EIR, Fresno. Project manager for the Program EIR for the University's Campus Master Plan update. The Plan covers the next 20 years of development to accommodate anticipated growth in enrollment and replacement of obsolete facilities. The EIR also analyzes development planned for the next ten years, to address more immediate development needs. Major issues include traffic, air quality, and impacts on public infrastructure.

Project Manager, California State University, Campus Pointe Project Partial Recirculated EIR, Fresno. Project manager for the preparation of a Recirculated EIR that addresses three issues from court ruling on the deficiencies of the original EIR prepared by another firm. The recirculated EIR addressed air quality and greenhouse gases, effects of changes due to loss of event parking with the development, and water supply issues. The Recirculated EIR is currently under review by the University and project applicant.

Project Manager, Selma Crossings EIR, City of Selma. Project manager for a project EIR for a large commercial development proposed for the City of Selma. The 304 acre project site will contain over three million square feet of commercial development. The project includes a Project Study Report for impacts to the Mountain View Avenue/Highway 99 Interchange.

Project Manager, Columbard Dairy Anaerobic Digester Initial Study/Proposed Negative Declaration, Merced. Prepared the environmental document for the installation of a thermophillic anaerobic digester system on an existing dairy in Merced County.

Project Manager, Microgy Dairy Anaerobic Digester Permit Assistance, Kings and Fresno County. Project manager for seven dairy digester projects in the San Joaquin Valley. The project requires use permits and site plan review from the local land use agencies, Authorities to Construct from the San Joaquin Valley Air Pollution Control District, and water quality permits from the Regional Water Quality Control Board. MBA prepared project applications for each agency, technical support documents, and Initial Studies for each dairy.

Project Manager, Ag Power Partners/Moonlight Dairy Anaerobic Digester Permit Assistance, Tulare County. Providing assistance in obtaining land use permits from Tulare County, and Authorities to Construct for a dairy digester project in Tulare County. Project will require an initial study/negative declaration.

Initial Studies/Negative Declarations, Merced County. Project manager for on-call CEQA services for several residential and agricultural industrial projects in Merced County. Provided expedited preparation of Initial Studies and supporting technical information for the Lead Agency.

Fast Track CEQA Projects, Tulare County. Prepared Initial Studies and staff reports for two residential projects in Tulare County.

Professional Affiliations

- American Planning Association
- Association of Environmental Professionals



Cori Wilson

Project Manager, Air Quality and Greenhouse Gas Specialist

Overview

- 5 Years Experience
- Bachelor's degree, Environmental Science - University of Washington, Bothell

Cori Wilson is an Air Quality and Greenhouse Gas Specialist with more than five years of experience in the authorship of air quality and greenhouse gas analyses. Cori was a primary author on a paper prepared on behalf of the California Association of Environmental Professionals regarding analyzing climate change in the context of the California Environmental Quality Act (CEQA). Cori's analyses are known for their technical accuracy, thoughtful mitigation measures, and innovative approaches.

Cori's analyses are tailored to the type of project and the air district in which the project is located. In general, her greenhouse gas, or climate change, analyses contain emission quantification of construction and operational impacts, consistency with California's most recent strategies to reduce State emissions pursuant to Assembly Bill 32, identification of project design features to reduce emissions, application of mitigation measures (if necessary), and a finding of significance. Cori's air quality analyses include an estimation of short-term and long-term criteria pollutant emissions. She is an expert with the URBEMIS model, yet can supplement the model with her own emissions calculations. When required, she conducts carbon monoxide hotspot analyses using the EMFAC and Caline4 models. She also prepares localized significance threshold analyses utilizing the AERMOD dispersion model. She uses appropriate air district and State guidance to produce legally defensible analyses.

Experience: Commercial Projects

Ms. Wilson prepared greenhouse gas and/or air quality analyses for the following commercial projects.

- **Gosford Village Shopping Center and the Panama Lane Shopping Center, City of Bakersfield.** The Gosford Village and the Panama Lane shopping centers are two projects within a three mile radius of each other both consisting of a Wal-Mart and related commercial shopping centers. These projects were completed in early 2007 and had among the first climate change analyses for CEQA. Ms. Wilson developed the approach to address climate change, which was used by other Lead Agencies in California because at the time, there was no regulatory guidance on this issue.
- **Almond Plaza, County of San Bernardino.** The project includes the construction of approximately 59,000 square feet of commercial retail uses, a 180-room hotel, 149,000 square feet of office space, 5,000 square feet of restaurant uses, and 3,500 square feet of a fast food restaurant.
- **Standard Center, Tuolumne County.** The project consists of 40,922 square feet of retail buildings.
- **Milpitas Wal-Mart Expansion Project, City of Milpitas.** The project is the expansion of an existing Wal-Mart.
- **Murrieta Marketplace, City of Murrieta.** The project involved a regional shopping center, park-and-ride, and a dedicated wetlands area.
- **Creekside Marketplace, Fremont.** The project consists of 524,000 square feet of commercial uses near an existing landfill.
- **Merced Truck Stop (Tentative Parcel Map No. 11325), Kern County.** The project included a truck stop, gasoline station, oil and lube facility, truck and car wash, convenience store, restaurants, and hotel.

- **Pomona/Rincon Medical Office Center and Hospital, City of Chino Hills.** An air quality analysis was prepared for the project, which considered two options for the project site: 1) the project with a hospital (with and without an emergency room); and 2) the project with a second medical building in place of the hospital. The project site is located next to a freeway; therefore, the analysis also assessed the potential impact of the freeway on the proposed hospital. The analysis included an assessment of the localized and regional air quality impacts of the project. Mitigation was proposed to reduce impacts to less than significant levels.
- **Travel Plaza In Thunder Bay, Ontario, Canada.** The project consists of a truck stop, including a convenience store, restaurant, and gasoline, diesel, and propane fueling stations. Ms. Wilson prepared a somewhat unusual Air Quality Impact Analysis that assessed the impact of project-related and mobile emissions at sensitive receptors using the U.S. EPA dispersion model, AERMOD. GIS technology was used in combination with AERMOD to produce concentration isopleths for nitrous oxides, carbon monoxide, diesel particulate matter, and benzene. Health risks from exposure to benzene were assessed. Emissions were estimated using the U.S. EPA emission factor model, MOBILE6, and the California Air Pollution Control Officers Association's Air Toxics Hot Spots Program methodology. Canadian regulations and anti-idling technology were also discussed in the report. An Odor Impact Analysis was also prepared to determine odor impacts from the proposed development on nearby sensitive receptors. Measures were recommended to reduce impacts to a less than significant level. Ms. Wilson was called as an expert witness in the Canadian court and testified regarding the technical accuracy of the analyses she prepared.
- **William J. Carroll Government Center, County of Solano.** The project consisted of a 35,000 square foot two-story County public health facility and clinic and associated site improvements located on 2.78 acres in the City of Vacaville. The Health facility and clinic would be operated by the Solano County Health and Social Services Department.

Experience: Industrial and Warehouse Projects

Ms. Wilson prepared greenhouse gas and/or air quality analyses for the following industrial and warehouse projects.

- **Rialto Commerce Center, City of Rialto.** The project consists of the construction and operation of 3,659,000 square feet of industrial and warehouse uses on 158.9 acres.
- **Highland Fairview Corporate Park, City of Moreno Valley.** The project consists of the construction of 2.4 million square feet of logistics, 200,000 square feet of commercial, and a retail component. A comprehensive climate change analysis included an emissions inventory and an onsite and offsite (carbon offsets) mitigation measure feasibility analysis. The cumulative analysis included a description of the potential of the project to contribute to the emissions associated with international trade.
- **Granite Mine Expansion, City of Twentynine Palms.** The project involved the expansion of an existing sand and gravel mine with accompanying concrete and asphalt facilities. Emissions associated with the concrete and cement manufacturing industries were explored in the Climate Change Analysis report. Greenhouse gas emissions from the proposed expansion were quantified. Compliance with California emission reduction strategies was determined and a level of significance was identified.
- **Burris and Lincoln Basins Reconfiguration and Five Coves Pipeline Project, Orange County Water District.** The project involved the reconfiguration of two groundwater recharge basins and the construction of a pipeline system. The Climate Change Analysis took into account the "adaptation" benefits of the project by mitigating the effects of climate change by recharging the groundwater basins.
- **Mid Basin Injection Well Pilot Project, Orange County Water District.** The project is a pilot program that involves the construction and operation of a mid basin injection well and monitoring well onsite within the City of Fountain Valley and the construction and operation of a mid basin monitoring well on a site in the City of Santa Ana. The purpose of the proposed project is to test the effectiveness of a mid basin injection well system in the Orange County Groundwater Basin. Based on the results of the pilot program, a series of additional injection wells could be constructed.

- **Public Safety Enterprise Communication Project, Riverside County.** The project involved the expansion of the County's communication system through the construction of 45 radio tower sites. The analyses took into account the fact that the project sites spanned two air districts and three air basins by expanding the background information and utilizing appropriate thresholds where necessary.
- **Pacific Rail Industries Metal Shredding Operation, Colton.** As Assistant Project Manager, Ms. Wilson worked on the preparation of the Revised DEIR. The project involves the installation and operation of a metal shredding operation as an expansion of an existing scrap metal facility and an increase in the volume of transloading (transfer of goods between rail car and truck for distribution). A highly detailed cumulative air quality analysis was prepared for the Revised DEIR, which supported a less than significant finding for impacts to cumulative air quality.
- **Overton Moore Properties Distribution Center, Perris.** An Air Quality Analysis and Health Risk Assessment Report was prepared which estimated the health risk from operational related diesel particulate matter and construction emissions using the U.S. EPA dispersion model, ISCST3.
- **Jaden Warehouse/Distribution Facilities, Mead Valley.** An Air Quality Impact Analysis and Health Risk Assessment Report was prepared for the project, which included four warehouses totaling 170,228 square feet of floor space. GIS technology was used in conjunction with the ISCST3 dispersion model to assess the cancer risk from diesel particulate matter at sensitive receptors and produce cancer risk and concentration isopleths. The analysis also included an estimation of short-term and long-term emissions using the URBEMIS model and a carbon monoxide hotspot analysis using the EMFAC and Caline4 models.
- **Barstow Industrial Park, City of Barstow.** The project consists of the development of a maximum of 10.9 million square feet of industrial and related development. The Climate Change Analysis included an assessment of potential greenhouse gas reductions from the use of rail on the project site.

Experience: Residential and Mixed Use Projects

Ms. Wilson prepared greenhouse gas and/or air quality analyses for the following residential and mixed use projects.

- **Tentative Tract Map 34271, City of San Jacinto.** The project included the construction of 154 single-family residential units on 45 acres.
- **Tentative Tract Map 62757, City of Lancaster.** The project consisted of the subdivision of approximately 160 acres into 650 residential lots.
- **Edgewater Communities, City of Chino.** The project involved the construction of residential units on land previously designated for open space and agriculture. The climate change analysis included a discussion on smart land use and the conversion of agriculture to sprawling communities.
- **Stonefield Tentative Tract Map 18393, Chino Hills.** The project consisted of the development of 28 single family residential units in a location with variable terrain.
- **Sky 19 Development, Bakersfield.** The air quality section for the DEIR for a residential development in Bakersfield contained an assessment of the impact of the project to regional and cumulative air quality. Mitigation measures and compliance with the San Joaquin Valley Air Pollution Control District's Indirect Source Review Rule 9510 reduced air quality impacts to less than significant.
- **Sierra Bella Specific Plan EIR, Corona.** The project consisted of residential uses on variable terrain, which would require substantial grading near existing residential uses. An Air Quality Impact Analysis and Health Risk Assessment was prepared, which examined potential health risks associated with diesel particulate matter and fugitive dust generated during grading activities. URBEMIS was used in conjunction with AERMOD to estimate future concentrations.
- **Renaissance Specific Plan, City of Rialto.** The project accommodates 17.4 million square feet of business and commercial uses (835,200 square feet of which is existing and expected to remain), 1,746 residential units, one school, two community parks, and multiple neighborhood parks. It is located on 1,510 acres in the City of Rialto on and adjacent to the Rialto Municipal Airport.

- **Rich Haven Specific Plan, City of Ontario.** Climate Change Analysis included a greenhouse gas emission inventory (methane and nitrous oxides) for the existing uses, cattle and hog farming. Greenhouse gas emissions from the proposed residential and commercial uses were also estimated and the net increase of carbon dioxide equivalents with project implementation was determined. Project specific thresholds were derived to determine the level of significance in regard to the project's impact on climate change as well as the impact of climate change to the project. Mitigation measures were developed and project design features were highlighted that reduced impacts to less than significant. An air quality analysis was also prepared for the project, which included the conversion of existing dairies to a mix of residential, employment centers, and an activity core.
- **Colinas del Oro, Riverside County.** An air quality analysis was prepared for the project, which contains residential and retail uses. The analysis assessed short-term and long-term localized and regional air quality impacts. The project was proposed on a location with steep slopes that would require substantial grading. Mitigation and project alternatives were proposed to reduce localized impacts during grading to less than significant at the nearest sensitive receptor.
- **940 Main Street Project, City of Half Moon Bay.** The project consisted of subdividing the existing 1.83-acre parcel into 12 lots to allow for future residential development.
- **Lugonia Avenue Housing, Housing Authority of San Bernardino.** The project consisted of 39 single-family residential units and 189 multi-family residential units, with a combined density of 12.1 dwelling units per acre.

Experience: Other

Newport Beach Learning Center, City of Newport Beach. The project consists of the demolition of existing structures and construction of a three-story learning facility. Ms. Wilson prepared air quality and greenhouse gas analyses for the project.

Silverlakes Recreational Complex, Norco. The project consists of a variety of multi-use recreational facilities including soccer fields, equestrian showgrounds, and/or a community event. Ms. Wilson prepared air quality and greenhouse gas analyses for the project.

Bakersfield State Vehicular Recreational Area, County of Kern. The air quality section in support of a DEIR was prepared for the project, which involves the construction and operation of a state vehicular recreational park. The park would be used for all-terrain vehicles, motorcycles, and 4-wheel drive vehicles operated on maintained trails and within fenced activity areas. The air quality analysis was conducted in accordance with San Joaquin Valley Air Pollution Control District methodology that estimated air quality impacts using a combination of modeling techniques: URBEMIS; U.S. EPA AP-42 emission factors; ISCST3; VISCREEN; and NONROAD.

Burriss Basin Recreation Area, City of Anaheim. The project consisted of a 14-acre passive recreation/nature park within an existing 116-acre ground water percolation basin/wildlife habitat area currently referred to as the Burriss Basin. Ms. Wilson prepared an Air Quality and Climate Change Analysis Report for the project.

Palm Ranch Dairy, Kern County. An Air Quality and Health Risk Assessment Report was prepared for a proposed dairy in the San Joaquin Valley Air Basin. Various emission factors were employed to quantify emissions of hydrogen sulfide, ammonia, and particulate matter, which were then modeled using ISCST3 to estimate potential impacts to sensitive receptors. Reactive organic gases, carbon monoxide, nitrous oxides, and methane were also quantified and mitigation measures were recommended to reduce air pollution impacts.

Pechanga Parkway Improvements, Pechanga. An Air Quality Impact and State Implementation Plan Conformity Analysis Report was completed for roadway improvements to Pechanga Parkway. Project approval required compliance with Federal Highways Administration guidelines to establish project conformity with Section 176(c) of the 1990 Clean Air Act Amendments. A project level analysis of carbon monoxide (CO), and particulate matter (PM₁₀ and PM_{2.5}) was conducted in accordance with Caltrans accepted protocol. It was found that the project would not create localized CO, PM₁₀, or PM_{2.5} concentrations in excess of the national ambient air quality standards. Project conformity with the State Implementation Plan was also determined.

Alabama Street Arch Culvert Construction, County of San Bernardino. An Air Quality Impact and State Implementation Plan Conformity Analysis Report was prepared for the project. A project level transportation conformity analysis included an assessment of carbon monoxide, particulate matter, and toxics. A CEQA analysis included an assessment of the emissions during construction of the project in accordance with South Coast Air Quality Management District methodology.

Sheriff Station, Palm Desert, Riverside County. An air quality analysis was prepared for a proposed sheriff station. Emissions were estimated from the patrol units using emission factors generated with EMFAC2007. Short-term emissions were estimated using URBEMIS2007. Mitigation measures were recommended to reduce air pollutant emissions during construction and operation of the project.

West Hollywood Peer Review. Ms. Wilson prepared a peer review of the air quality and climate change analyses for the 8801 Sunset Boulevard project in the City of West Hollywood.

Experience: Climate Action Plans and General Plans

City of Hesperia Climate Action Plan. Ms. Wilson prepared a Climate Action Plan, which outlines a course of action for the City government and the community of Hesperia to reduce per capita greenhouse gas emissions 29 percent below business as usual by 2020. The Climate Action Plan also contains strategies to adapt to effects of climate change. It provides clear guidance to City staff regarding when and how to implement key provisions of the CAP. This CAP sets out an implementation and monitoring framework for monitoring its strategies.

City of San Ramon Climate Action Plan. Ms. Wilson assisted on the preparation of a Climate Action Plan for the City of San Ramon. The Climate Action Plan is the City's primary strategy for ensuring that the buildout of the General Plan 2030 will not conflict with the implementation of Assembly Bill (AB) 32. The Climate Action Plan is designed to reduce community related and City operations related greenhouse gas emissions to a degree that would not hinder or delay implementation of AB 32. The purpose of the Climate Action Plan is to: outline a course of action for the City government and the community of San Ramon to reduce greenhouse gas emissions 15 percent below 2008 levels by the year 2020 and adapt to effects of climate change, and provide clear guidance to City staff regarding when and how to implement key provisions of the Climate Action Plan.

City of San Ramon General Plan Update. Ms. Wilson prepared the air quality and greenhouse gas analysis for the General Plan Update.

Professional Affiliations

- Association of Environmental Professionals, California, 2005-2010
- Association of Environmental Professionals, Climate Change Committee, 2009-2010

Professional Publications and Presentations

Wilson, C. **Climate Change Risks and CEQA.** Association of Environmental Professionals Environmental Monitor, Fall, 2009. The article provides suggestions on how climate change risks can be addressed in the context of CEQA.

Wilson, C. **Greenhouse Gas Threshold Development.** Association of Environmental Professionals Environmental Monitor, Summer, 2009. The article presents an update on the process of greenhouse gas threshold development by air districts, cities, and counties.

Alternative Approaches to Analyzing Greenhouse Gas Emissions and Global Climate Change in CEQA Documents. Cori was a primary author on this paper prepared on behalf of the California Association of Environmental Professionals. The paper outlined various approaches that a Lead Agency could take to address climate change and greenhouse gases in a CEQA document. The paper also contained a summary of climate change legislation, CEQA requirements, and mitigation to reduce impacts. The paper was finalized on June 29, 2007, and incorporated comments from the environmental sector and the building sector.

"Clear Skies Ahead: Clearing the Smog about Air Quality Analysis." In 2006, Steve Smith, David Mitchell, and Cori Wilson, presented at the Association of Environmental Professionals State Conference, Newport Beach, California. Cori Wilson organized and moderated the presentation as well as presented. The presentation was focused on air quality analyses for CEQA documents and presented information regarding the background air quality, the regulatory environment surrounding air quality, and described step by step how to answer the questions contained in Appendix G of the CEQA guidelines.

"A Planner's Guide to Air Quality Issues in Land Use Planning." In 2006, Cori Wilson presented at the American Planning Association, California Chapter Conference, Orange County, California. The presentation was organized by Cori Wilson and focused on the California Air Resources Board's Air Quality and Land Use Handbook (Handbook). It presented background information regarding the development of the Handbook as well as its findings and recommendations for placement of sensitive receptors next to large air pollutant generators, such as freeways, ports, airports, rail, and warehouses. The presentation also outlined case studies of projects where sensitive receptors were placed near large air pollutant generators and the potential solutions that arose.

"Global Climate Change, CEQA, and NEPA." In 2007, by request of the California State Lands Commission, Cori Wilson presented on various topics, including climate change legislation and litigation and a multi-step approach for assessing climate change in National Environmental Policy Act (NEPA) documents.

"Global Climate Change and CEQA." Cori Wilson presented to a panel of builders and engineers working on Highland Fairview projects in 2007. The focus of the presentation was to outline the approach to address the impacts to climate change. Recent litigation and legislation on climate change was discussed to support the reasoning behind the inclusion of the analysis in CEQA documents. Mitigation, project design features, and project alternatives to reduce climate change impacts were suggested.

"A Change in the Air." Cori Wilson presented at the Building Industry Show on November 16, 2007 on addressing climate change impacts in CEQA documents.

"How to Analyze Greenhouse Gas Emissions and Determine Significance in CEQA Documents." Cori Wilson presented for the Fresno Chapter of the Association of Environmental Professionals, January 17, 2008.

Expert Witness at Ontario Municipal Board Hearing in Thunder Bay, Ontario, Canada. Cori Wilson was an expert witness on air quality and odor at a hearing for a project in Canada. October 1 - 12, 2007.



Margaret F. Partridge, MURP, AICP
Assistant Project Manager

Overview

- 6 Years of Experience
- Master's Degree, Urban and Regional Planning, University of California, Irvine
- Bachelor's Degree, Environmental Analysis, University of California, Irvine (Cum Laude, Phi Beta Kappa)

Margaret Partridge, AICP, offers six years of progressively responsible experience in community and project planning. She has worked for both the public and private sectors as a city planner and as an environmental planner at private consulting firms in Orange County, California. Additionally, she has authored multiple complex environmental documents, including Notices of Exemption, Initial Studies and Environmental Impact Report sections, per the California Environmental Quality Act. As an assistant project manager, she coordinates with subconsultants regarding technical studies; conducts land use and entitlement research for multiple projects, and assists in site assessment and writing mitigation monitoring reports.

Related Experience

Residential Projects

Lake Elsinore Master Planned Community. Serving as assistant project manager for the preparation of Draft Initial Study and Draft Environmental Impact Report. Coordinated with subconsultants regarding technical documents for environmental documents and conducted site visits to determine potential environmental impacts of the project. The proposed master planned community is located in the City of Lake Elsinore and includes the development of over 1,000 residential units, 6.5 acres of parks and 88.2 acres of open space/conservation. The plan allows for commercial-retail uses if multifamily residential units are not developed.

Alberhill Ranch Residential Development. Coordinated with colleagues regarding the Multiple Species Habitat Conservation Plan (MSHCP) and to engage in streamline delineation for potential impacts to a local stream. This project involved coordination with several agencies including the Regional Water Quality Control Board, Army Corps of Engineers and the California Department of Fish and Game to secure permits for the proposed development. This project includes a master planned community in the City of Lake Elsinore with variety of housing types. The planned community is bordered by Lake Street to the west and the extension of Nichols Road to the north of the community. The project also includes a community park, several neighborhood parks, soccer fields, and an elementary school

Mixed Use Projects

Planned Community Text. Worked with colleagues to write a planned community text for a mixed use center in Southern California. Mrs. Partridge's role with this project included conducting site visits and engaging in a detailed review of building plans and permit applications to establish existing development conditions to determine the client's remaining entitlements.

Plans and Reports

Nichols Canyon Mine Reclamation Plan. This project involved the development of a mining and reclamation plan for an approximately 200-acre mining site located in the northern part of the City of Lake Elsinore. The reclamation plan was designed to minimize impacts to the surrounding community and the environment and to meet the City's Surface Mining and Reclamation Ordinance. Mrs. Partridge coordinated with project staff to

write the mining and reclamation plan so that the client could secure rights to mineral resources while doing so in a manner that was environmentally sound.

Golf Course Annual Monitoring Report. This project involved the preparation of an annual monitoring report documenting the status of the mitigation and buffer areas. The Army Corps of Engineers (ACOE) issued a permit which authorized placement of fill material and construction of levees to relate an adjacent river for the eventual construction a golf course. The permit issued by the ACOE was for 9 holes of golf out of the total 27 hole golf course. Ms. Partridge conducted site visits with staff and photodocumented the status of mitigation. Additionally, she coordinated with sub-consultants to determine the success of the mitigation effort.

Land Use and Entitlement Research

Client Research. Engaged in land use, zoning and entitlement research to determine the client's entitlements compared to how they would change once a local city adopted its General Plan update. Performed detailed analysis of all of the landholdings of the client and prepared summaries of all entitlements the client would have once the new General Plan was updated.

Community Planning

Special Assistant for Phillip Tsunoda, Mayor of Aliso Viejo. Public and community liaison for the Mayor. Engage in research for planning and environmental issues. Coordinate with the Mayor about City-related issues and assist in public outreach events.

City of San Clemente. Engaged in land use and site analysis for the City of San Clemente General Plan update. Assisted in compiling a comprehensive land use database via site visits and background research to establish a baseline of existing land use conditions for use in the General Plan. Assisted in the facilitation of public outreach meeting to obtain public comments regarding the General Plan update.

City of Laguna Niguel. As a Community Development Department Planning Aide, assisted customers at the planning counter. Served as a liaison between the public and the Community Development Department. Researched zoning needs and determined code compliance of prospective projects.

City of Westminster. While earning her Master's degree in Urban and Regional Planning, Mrs. Partridge volunteered as a planner at the City of Westminster. Her experience at the city includes coordinating documents for public noticing requirements, project analysis and presenting to the City's Planning Commission. Additionally, Mrs. Partridge assisted the public and conducted site visits of prospective projects.

Professional Affiliations

- American Institute of Certified Planners
- American Planning Association
- Association of Environmental Professionals
- Volunteer Certified Naturalist for Upper Newport Bay

**Appendix B:
Signature Authorization and Addenda Acknowledgement**





REQUEST FOR PROPOSAL (RFP 13-10)
FOR
GREEN HOUSE GAS (GHG) ANALYSIS AND MODELING

ADDENDUM NO. 1

This Addendum is being issued for the following changes and informational items:

THIS ADDENDUM SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

RESPONSES TO QUESTIONS RECEIVED TO DATE:

- Q. 1: Page 2 in the RFP mentions the use of Climate Action Protection Software (CACP). Please indicate whether the City of Palm Springs is currently, or intends to become, a member of ICLEI, in order to provide the consultant access to the software.
- A 1: *The City is an active member of ICLEI. The consultant awarded the contract will have access to use the CACP Software through our ICLEI membership agreement.*
- Q 2: Page 3 mentions Tasks 1 through 6. In the file downloaded from <http://www.palmspringsca.gov/index.aspx?page=85> on June 23, 2010, Tasks 1 through 4 were specified. Please indicate whether there are tasks in addition to 1 through 4, and if so, please specify their components, deliverables, and dates for completion.
- A 2: *This was an error on the City's part. Please disregard any reference to "Task 5" and "Task 6". There are only 4 Tasks, as described more fully in the document. Our apologies for any confusion caused.*
- Q 3: Page 2, Section II, specifies that models for BAU and Compliance scenarios be developed for years 2012, 2020, and 2050. Please clarify the extent (scope and number of scenarios) of the future emissions scenarios, deliverables, and under which Task this is to be completed.
- A 3: *The scenarios will show what the resulting emissions would be if the City of Palm Springs continues "business as usual" as well as compliance with the U.S. Mayor's Climate Protection Agreement and all CA Legislation. It is envisioned that the consultant awarded the contract will present graphs that reflect the calculations of GHG for each inventory year requested and then show the projections for both "business as usual" and the reductions needed for meeting the State and ICLEI's recommended 2020 and 2050 goals. In addition, the consultant awarded the contract will need to show how the reductions needed meet the U.S. Climate Protection agreement commitment for 2012. Again, how many GHG (Carbon Dioxide Equivalents) and kwh reductions. This needs to be calculated in how many kwh we need to reduce to meet those goals as well as how many pounds of GHG emissions need to be reduced.*

For further clarification, it should be noted that there are three (3) inventories requested as part of the scope of services as defined in the RFP document, a 2000/2002 baseline, 2004/2006 interim, and 2008 interim, whichever we get the best and most accurate data for. This is to be completed in Task 3. The deliverables would be to graph and show the forecasting for both the 2020 and 2050 goals. The consultant awarded the contract may provide recommendations and Climate Actions to be taken based on the City's current utilities, electricity use, fleet, commutes etc. per the categories described in ICLEI CACP software.


- Q 4: Please verify that there is to be one (1) meeting with City employees as part of Task 1, and two (2) meetings with both City employees and members of the public as part of Task 4, for a total of three (3) meetings under this project.
- A 4: Pursuant to the table that was provided on page 6 of the RFP document, there are a total of 5 possible meetings (summarized below):

August 11 - Kick off meeting (City Green Team will be present for a portion of this meeting)
September 15 - Presentation of Report and Data to City Council (open to the Public)
September 21st - 1st meeting with Sustainability Commission (open to the Public)
October 6- Presentation to City Green Team- (optional)
October Date TBD - Presentation at Annual Sustainability Summit

- Q 5: Can you tell me whether you have any amendments for this RFP that identify the scope of the referenced Task 5?

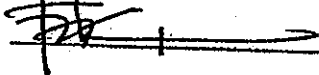
A 5: See Answer #2.

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA


Craig L. Gladders, C.P.M.
Procurement & Contracting Manager
DATE: June 24, 2010

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: Michael Brandman Associates

Authorized Signature: 

Date: 6.29.10

Acknowledgment of Receipt of Addendum 1 is required by signing and including the acknowledgment with your proposal. Failure to acknowledge this Addendum may result in your proposal being deemed non-responsive.

ATTACHMENT "A"

RFP 13-10

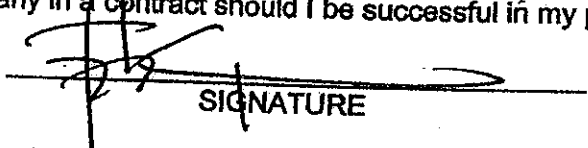
GREEN HOUSE GAS (GHG) ANALYSIS AND MODELING

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL

SIGNATURE AUTHORIZATION

NAME OF PROPOSER/FIRM:
Michael Brandman Associates

A. I hereby certify that I have the authority to offer this proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.


SIGNATURE
Frank Coyle
PRINT NAME

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

An individual;
 A partnership, Partners' names: _____

A company;
 A corporation
 A Local Business (Licensed within the jurisdiction of the Coachella Valley).
Copy of current business license is required to be attached to this document.

2. My tax identification number is: 95-3782289

ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # 1 is/are hereby acknowledged.

Appendix C
City of Palm Springs Business License



CITY OF PALM SPRINGS BUSINESS LICENSE

3200 E TAHQUITZ CANYON WAY, PALM SPRINGS, CA 92262 (760) 323-8289

PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO RENEW AND UPDATE THIS LICENSE ANNUALLY.

BUSINESS NUMBER:	20008646	EXPIRATION	TAX/ADMIN. FEE	CERT NO
BUSINESS TYPE:	ENVIROMENTAL PLANNING CONSULTA	04/30/2011	18.00	30502
OWNER NAME:	BRANDMAN (CEO), MICHAEL	04/30/2011	67.00	44477

BUSINESS NAME: MICHAEL BRANDMAN ASSOCIATES
BUSINESS ADDRESS: 400 S FARRELL DR STE B 210
PALM SPRINGS, CA 92262

MICHAEL BRANDMAN ASSOCIATES
220 COMMERCE SUITE 200

IRVINE CA 92602

ISSUANCE OF THIS LICENSE DOES NOT ENTITLE
THE LICENSEE TO OPERATE OR MAINTAIN A
BUSINESS IN VIOLATION OF ANY OTHER LAW
OR ORDINANCE. THIS IS NOT AN ENDORSEMENT
OF THE ACTIVITY NOR OF THE APPLICANT'S
QUALIFICATIONS.

MUST BE POSTED IN A CONSPICUOUS PLACE

EXHIBIT "B"

INSURANCE PROVISIONS

Including

Verification of Coverage,

Sufficiency of Insurers,

Errors and Omissions Coverage,

Minimum Scope of Insurance,

Deductibles and Self-Insured Retentions, and

Severability of Interests (Separation of Insureds)

Insurance

Consultant shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to the City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Consultant's performance under this Agreement. Consultant shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

A. **Minimum Scope of Insurance.** The minimum amount of insurance required hereunder shall be as follows:

1. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;
2. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;
3. Professional liability (errors and omissions) insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) annual aggregate (**waived*) and,
4. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least one million dollars \$1 million per occurrence. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

B. **Errors and Omissions Coverage.** (**waived*) If Consultant provides claims made professional liability insurance, Consultant shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Consultant's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier, or equivalent coverage with another company, in the amount required by this Agreement for at least three years after completion of Consultant's services under this Agreement. Consultant shall also be required to provide

evidence to City of the purchase of the required tail insurance or continuation of the professional liability policy.

C. **Sufficiency of Insurers.** Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless otherwise acceptable to the City.

D. **Verification of Coverage.** Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No. ___" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No. ___" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies.

All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

E. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or

services under this Agreement. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Consultant guarantees payment of all deductibles and self-insured retentions.

F. **Severability of Interests (Separation of Insureds)**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

