



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

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WILLIAM T FUJIOKA  
Chief Executive Officer

December 18, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF BEACHES AND HARBORS: APPROVAL OF CONTRACT  
FOR CONSULTING SERVICES RELATING TO PROJECTS BEFORE  
THE CALIFORNIA COASTAL COMMISSION  
(SUPERVISORIAL DISTRICTS 3 AND 4)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed action is not subject to the California Environmental Quality Act, as it does not meet the definition of a "Project" under Section 15378 of the CEQA Guidelines.
2. Approve and instruct the Chair to sign the contracts with Culbertson, Adams and Associates, Inc. and Essentia Management Services, LLC for consultant services relating to projects before the California Coastal Commission, effective January 11, 2008, for three (3) years, with two (2) one-year renewal options, for a maximum contract term of five (5) years. The combined total maximum cost shall not exceed \$250,000 annually during the contract period or any option year.
3. Authorize the Director of Beaches and Harbors to exercise the contract renewal options annually, if in the opinion of the Director, the Contractors have successfully performed the services during the previous contract period and the services are still required.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

4. Authorize the Director of the Department of Beaches and Harbors to increase the contract amount by a sum not to exceed 20 percent (\$50,000) during each contract year for additional, unforeseen consultant services within the scope of these contracts.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the contracts will enable the Department of Beaches and Harbors (DBH) to continue to obtain critical advocacy and consultant services in connection with Marina del Rey and beach matters before the California Coastal Commission and to provide ongoing assistance with second-generation redevelopment of Marina del Rey pursuant to the Board-adopted Marina del Rey Asset Management Strategy (AMS).

The Department of Beaches and Harbors has contracted for these services since 2001. The current contract for one year plus two option years was adopted by your Board on January 11, 2005 and expires on January 10, 2008. The work performed has involved consultant services regarding Marina redevelopment, including residential/anchorage, hotel, retail, and restaurant projects, dry stack storage on the Marina's eastside, boat slip reconfiguration, and redevelopment of the Marina Beach area as a resort destination. Additionally, the consultant has assisted DBH in connection with the Coastal Commission's periodic review of the Marina del Rey Local Coastal Program (LCP), which one of the recommended consultants, Culbertson, Adams and Associates, Inc. (CAA), has been working with the Department on since 2001. Although it was originally contemplated this LCP review would already have been completed, the Coastal Commission's limited resources and staff availability have delayed completion, which is now anticipated to be scheduled again on the Coastal Commission's January 2008 agenda.

Historically, the services have been provided by only one contractor (CAA). Contracting with two consultants on an as-needed basis makes a broad spectrum of expertise available to perform various assignments. As the need to perform specific work arises, DBH will consider both consultants and assign the work to the consultant who has the resources and expertise to perform the work timely and in a highly qualified manner.

#### **Implementation of Strategic Plan Goals**

The consultant services provided by the contractors will promote and further the Board-approved Strategic Plan Goals of Service Excellence (Goal 1), enabling DBH to continue to be effective in securing Coastal Commission approval of both Marina and beach projects, and Fiscal Responsibility (Goal 4), providing already available as-needed professional services without the need for prolonged contracting processes.

### **FISCAL IMPACT/FINANCING**

The annual compensation for the County-funded Coastal Commission consultant services performed under these two contracts shall not exceed \$250,000 in the aggregate during the contract period or any option year. This amount may be supplemented to the extent a lessee is obligated to reimburse the consultant's fees and expenses pursuant to the Process for Managing Marina del Rey Leasehold Extension Proposals, as approved by your Board on March 21, 1995. Subject to approval in the County budget process, the contracts provide that the Director of DBH may increase the maximum annual amount of County-funded compensation by up to 20 percent during the contract period or any option year.

Each contract is written with a \$250,000 annual limit as to County-funded fees in order to provide maximum flexibility in deciding how much work (within the \$250,000 aggregate limit for the two contracts) to provide each consultant. Such fees will be payable based on hourly billings at specified contract rates.

### **Operating Budget Impact**

There is sufficient appropriation in the Marina budget unit of DBH's FY 2007-08 budget to fund costs incurred in the current fiscal year. In addition, sufficient appropriation will exist in the Marina budget unit of the Department's budget to fund the \$250,000 aggregate cost, and any unforeseen consultant services needs, during the original contract period or any option year.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of each contract is for three (3) years and includes a provision whereby the Director of DBH may annually extend each contract for up to two (2) one-year option periods for a maximum contract term of five (5) years. The contracts will commence on January 11, 2008.

The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Executive Office (CEO) and County Counsel requirements.

The contracts are not subject to the County's Living Wage Ordinance (Los Angeles County Code Chapter 2.201), because the services are of a technical nature and are being utilized on an as-needed basis.

The contracts have been approved as to form by County Counsel. The CEO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contracts.

### **CONTRACTING PROCESS**

This contract solicitation was advertised in the Los Angeles Times, the Daily Breeze, the Los Angeles Daily News, the Santa Monica Daily Press, the Lynwood Journal, the Compton Bulletin, the Eastside Sun, the Culver City News and the Los Angeles Watts Times. The opportunity was also advertised on the County's Bid Web page (Attachment 1), as well as the Department's own Internet site. In addition, notices were sent out by direct mail to a list of 884 contractors.

Two firms submitted proposals, both of which met the Request for Proposals (RFP) minimum requirements, and were evaluated. A three-person evaluation committee, comprised of one staff member from DBH's Planning Division, one from DBH's Asset Management Division, and a representative from the CEO, evaluated the proposals based on a weighted evaluation of: (1) experience and organizational resources (400 points); (2) price (300 points); (3) approach to contract requirements (200 points); and (4) references (100 points). The committee determined that both consultants have the ability, experience, and resources to provide DBH with quality consultant services as substantiated through their submitted proposals.

The use of two consultants in appropriate situations will enable the County to maintain continuity, particularly during this critical and short time frame of the Coastal Commission's LCP periodic review. Further, consultant assistance in support of multiple pending projects requiring LCP amendments is paramount to the success of fulfilling the objectives of AMS.

Attachment 2 details the minority and gender composition of the qualifying firms. Neither of the two firms submitting proposals are a County-certified Community Business Enterprise. However, on final consideration of award, the contractors were selected without regard to gender, race, creed or color.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Department of Beaches and Harbors has contracted for these consultant services for the past six years, and these contracts will continue that practice.

There will be no impact on other County services or projects.

The Honorable Board of Supervisors  
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**CONCLUSION**

Instruct the Executive Officer of the Board to send four conformed copies of each contract to the Department of Beaches and Harbors, along with three approved copies of this letter.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SW:hh

Attachments (4)

c: County Counsel  
Department of Beaches and Harbors

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR CONSULTING SERVICES RELATING TO PROJECTS BEFORE THE  
CALIFORNIA COASTAL COMMISSION  
ESSENTIA MANAGEMENT SERVICES, LLC**

**PART ONE - GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties.** This Contract is entered into by and between the County of Los Angeles (the "County") and Essentia Management Services, LLC (the "Contractor").

**1.1.2 Recitals.** The Contract is intended to integrate within one document the terms for the Coastal Commission consulting work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-7, and P-8 submitted with the Contractor's Proposal.

**1.1.3 Effective Date.** The effective date of this Contract shall be the later of January 11, 2008 or the date of Board approval.

**1.1.4 Contract Provisions.** The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

**1.1.5 Work to be Performed.** Contractor shall perform the work set forth in Part 2.

**1.1.6 Rescission.** The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

**1.1.7 Supplemental Documents.** Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

**1.2 INTERPRETATION OF CONTRACT**

**1.2.1 Headings.** The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

**1.2.2 Definitions.** The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

*Asset Management Strategy.* The Marina del Rey redevelopment plan approved by the Board on April 15, 1997.

*Board, Board of Supervisors.* The Board of Supervisors of Los Angeles County.

*Commission.* The California Coastal Commission.

*Chief Deputy.* The Chief Deputy of the Department.

*Contract.* An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

*Contract Administrator ("CA").* The Chief, Planning Division or a designated representative.

*Contractor(s).* The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

*Contract Period.* The period commencing on the effective date of the Contract and expiring on June 30, 2011, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

*County.* The County of Los Angeles.

*County Counsel.* The Los Angeles County Counsel.

*Department.* The Los Angeles County Department of Beaches and Harbors.

*Director.* The Director of the Department.

*Offer to Perform/Price Proposal.* Form P-1 of the Contract.

*Performance Standard.* The essential terms and conditions for the performance of the Contract work as defined in the Contract.

*Proposer.* Any person or entity authorized to conduct business in California who submits a Proposal.

*Request for Proposals (RFP).* The solicitation to this Contract issued October 3, 2007.

*Subcontractor.* A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

*Work Order.* An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks. See Exhibit 1.

### **1.3 CONTRACT TERM**

**1.3.1 Initial Term.** The initial Contract term shall commence on the later of January 11, 2008 or the date of approval of the Contract by the Board of Supervisors and expire on June 30, 2011.

**1.3.2 Two One-Year Extension Options.** If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year.

**1.3.3 Extension to Complete Work Order.** The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

**1.3.4 Survival of Obligations.** Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

### **1.4 COMPENSATION**

**1.4.1 Contract Sum.** The net amount the County shall expend from its own funds during any Contract year for consulting services among all Contractors shall not exceed \$250,000. The Contractor understands and agrees that the County may engage other such contractors and that the County's obligations and payments to these contractors may in a given Contract Year reduce the portion of the Contract Sum of \$250,000 that may be available to the Contractor. In addition, the County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for consulting services may exceed the aforementioned \$250,000 to the extent that a lessee or other third party is obligated to reimburse the County for consultant services rendered by the Contractor.

**1.4.2 Increase of Contract Sum by Director.** Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$250,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.1 unless it is again expressly increased by the Director pursuant to this Section 1.4.2.

**1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates.** Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. The Work Order shall state the maximum amount payable for the specified work. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

**1.4.4 No Increase in Hourly Rate(s) of Compensation.** No increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

**1.4.5 Increase in Maximum Compensation Under Work Order.** The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other causes to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

**1.4.6 Extension of Time to Complete Work Order.** Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

#### **1.4.7 Contractor's Invoice Procedures.**

**1.4.7.1** The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

**1.4.7.2** If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the invoice shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

**1.4.7.3** Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

**1.4.7.4** Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.



**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR CONSULTING SERVICES RELATING TO PROJECTS BEFORE THE  
CALIFORNIA COASTAL COMMISSION**

**PART TWO – STATEMENT OF WORK**

**2.1 GENERAL REQUIREMENTS**

**2.1.1 Contractor's Work Plan.** Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

**2.1.2 Contractor Expenses.** The Contractor shall, at its own expense, provide all materials and equipment necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the Department shall provide any necessary materials and equipment.

**2.1.3 Contractor's Office.** The Contractor shall maintain an address at which its officers or owners may be contacted by mail or telephone.

**2.1.4 Communication with Department.** The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

**2.1.5 Personal Services of Designated Persons Required.** In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the

Contract Administrator's approval, which shall not be unreasonably withheld.

**2.1.6 Contractor to Make Monthly Reports.** The Contractor shall report to the CA on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

**2.1.7 Contractor to Prepare Final Project Report.** When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

**2.2 PERSONNEL**

**2.2.1 Contractor's Representative (CR).** The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

**2.2.2 County Contract Administrator (CA).**

**2.2.2.1** The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.

**2.2.2.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.2.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

## 2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Refine and implement strategies for conveying factual information to the Coastal Commission staff and the Commissioners that will ensure fully informed recommendations and action on the Department's permit applications;
- Prepare a work plan and implement the plan with Department staff and the Department of Regional Planning staff in advocating the County's position in response to Commission staff and Commissioners in the formulations of the Periodic Review of the Marina del Rey Local Coastal Program;
- Prepare Local Coastal Program amendments;
- Assist in the preparation of environmental documents and provide consultant services on environmental issues pertaining to the beach and marina;
- Present information and advocate the Department's position to the Commission and its staff and Commissioners verbally and in writing, when required by the Department or the Department of Regional Planning;
- Identify and serve as an advocate on all beach and marina issues, development projects and other matters concerning the Department;
- Render additional advice the Department may require in connection with its plan and permit applications;

- Appear at such times and places as the County may require to provide consulting services, upon reasonable notice;
- Provide monthly reports of meetings and other contacts that document advocacy efforts, detailing communications with Commissioners and staff, and making recommendations on follow-up activities; and
- Perform other duties as required by the Director or his designee.

## 2.4 PERFORMANCE STANDARDS

**2.4.1 Purpose of Standards.** The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

**2.4.2 Performance Evaluation.** The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

**2.4.3 Contractor's Quality Control Plan.** The Contractor shall comply with Contractor's Quality Control Plan (included in Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

**2.4.4 Applicable Professional Standards to be Followed.** The Contractor and its professional staff shall exercise independent judgment and complete each assignment in

accordance with the professional standards of ethics and competence which apply to the pertinent profession.

**2.4.5 Conflicts of Interest.** Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

**2.4.6 Other Standards to be Followed.**

**2.4.6.1** Contractor shall meet deadlines set by CA.

**2.4.6.2** Graphics shall appear clean, well-executed, and professionally prepared.

**2.4.6.3** Reports required by the Contract or any Work Order shall be completed on time.

**2.4.6.4** Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

**2.4.6.5** Hourly services shall be accurately reported.

**2.4.6.6** Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

**2.4.6.7** Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

**2.4.6.8** The methods and standards by which Contractor's performance shall be evaluated include, but are not limited to, those described in the Performance Requirements Summary (Exhibit 3).

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR CONSULTING SERVICES RELATING TO PROJECTS BEFORE THE  
CALIFORNIA COASTAL COMMISSION**

**PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS**

**3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS**

**3.1.1** The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

**3.1.2** In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

**3.2 NONDISCRIMINATION IN EMPLOYMENT**

**3.2.1** The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**3.2.2** The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

**3.2.3** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

**3.2.4** The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

**3.2.5** If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

**3.2.6** The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

**3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.** The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

### **3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

**3.5 GOVERNING LAW.** The Contract shall be construed in accordance with and governed by the laws of the State of California.

### **3.6 COVENANT AGAINST CONTINGENT FEES**

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

### **3.7 TERMINATION FOR IMPROPER CONSIDERATION**

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of

the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

**3.8 INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

### **3.9 INSURANCE**

**3.9.1 General Insurance Requirements.** Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

**3.9.2 Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**3.9.3 Insurer Financial Rating.** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

**3.9.4 Failure to Maintain Coverage.** Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately

terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**3.9.5 Notification of Incidents, Claims or Suits.** Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

**3.9.6 Compensation for County Costs.** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

**3.9.7 Insurance Coverage Requirements for Subcontractors.** Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**3.9.8 Insurance Coverage Requirements.** The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

**3.9.8.1 General liability insurance** (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations  
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

**3.9.8.2 Automobile liability insurance** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**3.9.8.3 Workers' Compensation and Employers' Liability insurance** providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

**3.9.8.4 Professional Liability.** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

### **3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR**

**3.10.1** Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

**3.10.2** Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

**3.10.3** Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

### **3.11 RECORD RETENTION AND INSPECTION**

**3.11.1** The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

**3.11.2** If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

### **3.12 AUDIT SETTLEMENT**

**3.12.1** If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited

to the County against any future Contract payments.

**3.12.1.1** If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

**3.13 VALIDITY.** The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

**3.14 WAIVER.** No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

### **3.15 DISCLOSURE OF INFORMATION**

**3.15.1** The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

**3.15.2** However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

### **3.16 COUNTY'S REMEDIES FOR DEFAULT**

**3.16.1** If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

**3.16.2** Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

**3.16.3** If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

**3.16.4** In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

**3.16.5** Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control



and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

**3.16.6** If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

**3.16.7** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### **3.17 DEFAULT FOR INSOLVENCY**

**3.17.1** Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

**3.17.2** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

### **3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY**

**3.18.1** The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

**3.18.2** County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

**3.18.3** The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

**3.18.4** The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

**3.19 NOTICE OF DELAY.** Except as otherwise provided, when either party knows of any fact that will prevent timely performance of

the Contract, that party shall give notice, including all relevant information, to the other party within five days.

**3.20 NOTIFICATION.** Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

### **3.21 CONFLICT OF INTEREST**

**3.21.1** The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

**3.21.2** The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

**3.21.3** The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

### **3.22 DELEGATION AND ASSIGNMENT**

**3.22.1** The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.22.2** Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

### **3.23 SUBCONTRACTING**

**3.23.1** Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.23.2** The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

**3.23.3** In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

**3.23.4** In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

**3.23.5** Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

**3.23.6** Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

### **3.24 CHANGES AND AMENDMENTS**

**3.24.1** Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

**3.24.2** A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

**3.24.3** The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

**3.25 PROPRIETARY RIGHTS.** All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

**3.26 TIME.** Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all

terms and conditions of the Contract with respect to such performance shall be construed.

**3.27 AUTHORIZATION.** The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

### **3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS**

**3.28.1** The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

**3.28.2** Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

### **3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

### **3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater

Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

### **3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program.** Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program.** Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

**3.31.3 Voluntary Posting of "Delinquent Parents" Poster.** Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

### **3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

**3.32.1** The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-8, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

### **3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**3.33.1** A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

**3.33.2** The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if

warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

**3.33.3** The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

**3.33.4** If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

**3.33.5** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

**3.33.6** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

**3.33.7** If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

**3.33.8** The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

**3.33.9** These terms shall also apply to Subcontractors of County Contractors.

**3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the

federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

**3.35 CONTRACTOR TO USE RECYCLED PAPER.** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

**3.36 COMPLIANCE WITH JURY SERVICE PROGRAM**

**3.37.1 Jury Service Program.** This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

**3.36.2 Written Employee Jury Service Program.**

**3.37.2.1** Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

**3.36.2.2** For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by

the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

**3.36.2.3** If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

**3.36.2.4** Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**3.37 SAFELY SURRENDERED BABY LAW**

**3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law.** The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The

fact sheet is set forth in Exhibit 4 of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.** The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

**3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT**

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Essentia Management Services, LLC

By Edward J. By <sup>11/21/07</sup>  
President & CEO

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

SACHI A. HAMAI  
Executive Officer-Clerk of  
the Board of Supervisor

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By Raymond G. Fortner, Jr.  
Deputy



COASTAL COMMISSION CONSULTANT  
DEPARTMENT OF BEACHES AND HARBORS  
WORK ORDER

Date: \_\_\_\_\_ Contractor: \_\_\_\_\_

Project Description/ Scope of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Maximum Amount Payable: \$ \_\_\_\_\_

<i>For DBH office use only</i>	
Work Order Issued Date: _____	
Contract Proposal Description for Work Received on: _____	
Work order amount verified/approved by Admin Division on: _____	
Notice to project issued: _____	
Reimbursable Work: _____ Yes (If yes, explain below) _____ No	

**Acceptance.** Contractor's signature on this document constitutes acceptance of an agreement with the County of Los Angeles to perform the work described in this Work Order under the terms and conditions of this Work Order as well as each of the terms and conditions of the Contract, which is incorporated in full in this Work Order by this reference.

**Compensation.** Compensation shall be paid at the Contractor's hourly rates provided in the Contract, subject to all of its terms and conditions, subject to the further condition that the total compensation payable to the Contractor for the work specified in this Work Order shall not exceed the Maximum Compensation above.

\_\_\_\_\_  
Contract Representative (CONTRACTOR)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Administrator (DBH)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director or Chief Deputy (DBH)

\_\_\_\_\_  
Date

Department of the Treasury  
Internal Revenue Service  
Notice 1015  
(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers cannot claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

**Which Employees Must I Notify About the EIC?** You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?** You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

**How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

**PERFORMANCE REQUIREMENT SUMMARY CHART**

**Key to Performance Requirement Summary Chart:**  
 Column 1: Contract section reference;  
 Column 2: Contract service for which performance standard is provided;  
 Column 3: Description of the performance required to satisfy the Contract;  
 Column 4: How the Contractor's performance may be monitored by the CA;  
 Column 5: Description of inadequate performance triggering obligation to pay liquidated damages; and  
 Column 6: The amount of liquidated damages that may be assessed per Discrepancy Report.

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
1.4.3	Work Order Procedures	Contractor follows work order procedures, obtains all required signatures on the required Work Order before commencing work.	Observation, reports and review of records	Any failure to comply with terms of the Work Order.	\$100
1.4.7	Invoice Procedures	Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice. Invoices shall identify the Contract number and shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, etc.	Observation	Any failure to submit invoices as specified in the Contract language.	\$100
2.1.3	Office	Contractor maintains office at which officers or owners may be contacted by mail or telephone.	Observation	Any failure to maintain office or telephone service	\$100
2.1.4	Communications	Calls of County agents, employees and contractors are returned as specified	Observation	Failure to return an urgent call ASAP or a non-urgent call by the next County business day	\$50
2.2.1	Contract Representative	Contractor's Representative available during County work hours; Substitute Representative always available when Contract Representative is absent.	Observation, reports and complaints	Failure to assign or make available CR or supervisor	\$100

**PERFORMANCE REQUIREMENT SUMMARY CHART**

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
3.9	Insurance	Contractor maintains all required insurance coverages with required liability limits naming County as additional insured and allows no lapse in coverage. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.	Review of insurance certificate or policy	Any failure to carry coverage in required amounts, lapse in coverage or failure to name County as additional insured	\$100

**no shame**  
**no blame**  
**no names**

now there's a way  
to safely provide  
your baby



Wendell D. Ford  
Secretary  
Department of Health and Human Services  
Washington, D.C.



**What is the Safely Surrendered Baby Law?**

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

**Does a parent have to tell anything to the people taking the baby?**

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**What if a parent wants the baby back?**

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**The Eighteenth Safely Surrendered Baby in California**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.


This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

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Every baby deserves a chance for a healthy life.  
If you or someone you know is considering giving up a child, learn about your options.

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**Los Angeles County**  
**Safely**  
**Surrendered**  
**Baby**  
**Hotline**



**(877) BABY SAFE**

**Toll Free (877) 222-9723**

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services
- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.  
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

*Statement of Qualifications  
to Provide*

CONSULTING  
SERVICES  
RELATING TO  
PROJECTS BEFORE  
THE CALIFORNIA  
COASTAL  
COMMISSION



ESTABLISHED

1000 10th Street, Suite 1000  
Long Beach, California 90801  
(562) 431-1000



SECTION ONE - Offer to Perform/Price Proposal

**E**ssentia Management Services LLC (Essentia), a California certified Small Business, and a City of Los Angeles certified Small Local Business Enterprise has formed a team that is responsive, qualified, committed, experienced, and geographically compatible with the Los Angeles County Department of Beaches and Harbors (Department) consulting needs. Our primary mission is to provide the Department with timely, results-oriented consulting services with respect to matters pending or to be brought before the California Coastal Commission (Coastal Commission).


**E**ssentia is an engineering consulting firm dedicated to providing program and project management services in the areas of environmental engineering and science. Our offices are located in Long Beach and San Diego.

1) located at 5000 East Spring Street, Suite 720, in Long Beach California, and

2) 12396 World Trade Dr., Suite 306 in San Diego California.

### COMPANY DESCRIPTION

*Essentia LLC is a Delaware Corporation. Its primary subsidiary, Essentia Management Services (Essentia) provides civil/environmental engineering consulting and program and project management services to both the private and public sectors. Corporate headquarters are located in Long Beach, California.*



### THE COMPANY'S MISSION

*Essentia Management Services LLC is a Delaware Corporation. Its primary subsidiary, Essentia Management Services (Essentia) provides civil/environmental engineering consulting and program and project management services to both the private and public sectors. Corporate headquarters are located in Long Beach, California.*

### SERVICES

*Essentia Management Services LLC is a Delaware Corporation. Its primary subsidiary, Essentia Management Services (Essentia) provides civil/environmental engineering consulting and program and project management services to both the private and public sectors. Corporate headquarters are located in Long Beach, California.*



Although Essentia is a relatively new firm, it already has 23 employees and associates with an average experience of over 15 years. This combination of Essentia personnel's professional experience and history of outstanding client service creates a unique environment of providing outstanding client service and technical expertise. Essentia will be focusing our efforts on assisting in relations with the Department its commissioners and staff, in achieving success in obtaining project approvals.

The Essentia Project Team is uniquely qualified to perform the required services as specified in the District's Request for Proposal (RFP) due to:

- Our extensive and directly relevant experience in successfully and effectively delivering the services in question.
- Our outstanding proposed professionals for this RFP.
- The breadth and depth of the technical knowledge the Essentia Team brings to bear on behalf of the Department.
- The respected and long-term relationship with all of the relevant federal, state, and local regulatory agencies of concern to the Department.
- A history of successfully completing both large and small environmental projects that have demonstrated their expertise in the Regulatory Compliance with the U.S. Army Corps of Engineers (USACE), Clean Water Act (CWA) Section 404 and Section 10 permitting, Regional Water Quality Control Board (RWQCB) 401 Water Quality Certifications, Coastal Commission Coastal Development Permits, the California Department of Fish and Game (CDFG) 1600 Agreements, U.S. Fish and Wildlife Service (USFWS) and NOAA Fisheries Section 7 Consultations, California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) and special studies thereto.



Form P-1

COASTAL COMMISSION CONSULTING SERVICES  
OFFER TO PERFORM / PRICE PROPOSAL

Contractor: Name: Essentia Management Services LLC  
Address: 5000 East Spring Street, Suite 720  
Long Beach, California 90815  
Phone: (562) 740-1060 Fax: (562) 740-1070

To: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide as-needed Coastal Commission consulting services, to be performed from date of Board approval to June 30, 2011, and at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2 of this Form P-1, subject to the limitations provided in the Contract.

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): Individual corporation partnership or joint venture  
Limited liability company other:

State of organization: Delaware Principal place of business: Long Beach, California

Out of state vendor's authorized agent for service of process in California:

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Edward Rogan, PE CEO & President (562) 740-1067

Julie Moe Reynolds, CFO & Vice President (562) 740-1063

Name Title Phone Name Title Phone

Dated: October 23, 2007

Proposer's signature: Edward J. Rogan

Edward Rogan, PE CEO & President (562) 740-1067  
Name Title Phone

Edward Rogan is a managing Member of the LLC



### PRICE PROPOSAL

This chart will be used for a variety of purposes as follows:

- ❖ The price proposal will be used for assignment of Work Order and billing (invoices) purposes. Because the County may require increases or decreases in services during the term of the Contract, the annual compensation may vary from contract year to year. Consulting services will be compensated at the quoted hourly rates.
  - o No minimum hourly requirement is given for the position of Contractor Representative. (See Contract section 2.2.1, Contractor's Representative), but the cost for providing these services should be factored into the contractor's hourly rate for each service.
- ❖ The first column represents the service the proposer may provide to perform the duties stipulated in the Statement of Work.
- ❖ The next column, "Proposed Hourly Price (Cost to the County)" will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected compensation for providing the services. This will also be used for increased or reduced services in those instances warranting a change in a Work Order when extra work is authorized by the Director. There will be no overtime rate paid for this contract service.

### PRICE PROPOSAL

The cost of providing all contract services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, permit fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly price identified below. Please use additional sheets, as required.

SERVICE	PROPOSED HOURLY PRICE (COST TO COUNTY)
Principal Planning Consultant & Principal	\$ 170.00
Senior Project Manager & Sr. Project Professional	\$ 140.00
Senior Planner & Sr. Staff Professional	\$ 110.00
Other Contractor's Representative	\$ 150.00
1. Sr. Consulting Professional	\$ 160.00
2. Project Professional	\$ 130.00
3. Sr. Staff Professional	\$ 110.00
4. Staff Professional	\$ 95.00
5. Clerical / Tech Asst	\$ 70.00



**ESSENTIA TEAM**

Essentia personnel have provided a variety of valued services to our clients throughout California. Our large volume of repeat business for these clients is a testimony to our success at developing a partnership between Essentia and our clients, as well as satisfying their needs in a responsive and cost-effective manner. Essentia has formed a team that is responsive, qualified, committed, and experienced.

Effective and efficient project management is fundamental to the overall success of any project and that is why we have designated Ms. Whitney Fiore as our Contractor's Representative (CR) as defined in the RFP's Sample Contract Attachment A. Ms. Fiore's technical experience, breadth of knowledge of the Coastal Commission and exceptional project management skills make her an excellent choice for this project.

Our designated Project Principal, Mr. Edward Rogan, will work with Ms. Fiore (the CR) on an as-needed basis to assure that the proper resources from the overall Essentia Team are available to her and the Department, such that all expectations are met. Mr. Rogan will also be directly accessible to Department personnel should the need arise.

Presented below are brief resumes of the key personnel of the project team.

**CONTRACTOR'S REPRESENTATIVE (CR)****WHITNEY FIORE****EDUCATION**

Central Washington University, Ellensburg, Washington. M.S. Natural Resource Management

Central Washington University, Ellensburg, Washington B.S. Natural Resource Management and Public Policy

**EXPERIENCE OVERVIEW** - Ms. Fiore is a Consulting Professional with Essentia with over 12 years experience in the field of natural resources and regulatory compliance. Ms. Fiore has five years experience working for environmental and land use attorneys specializing in regulatory compliance in both federal and state jurisdictions. Ms. Fiore is well versed in USACE Section 404 CWA permitting, Endangered Species Act (ESA) Section 7 Consultations with the USFWS and NOAA Fisheries, CDFG1600 Agreements, Coastal Commission Coastal Development Permits, RWQCB 401 Water Quality Certifications, CEQA/NEPA compliance, mitigation and restoration planning and project management. Her clients have been both private and public agencies. Most recently Ms. Fiore was project manager for a 1,253-acre residential development located along the San Joaquin Delta that required CEQA/NEPA, multiple biological resources surveys, geotechnical investigations, a USACE CWA Section 404 Individual Permit for fill of 50 acres of



wetlands, bridge and outfall construction, a CDFG 1600 Agreement, RWQCB 401 Certification, State Lands Commission permitting and ESA Section 7 Consultations with the USFWS for giant garter snake, Delta smelt, Swainson's hawk and California red-legged frog and with NOAA Fisheries for steelhead and green sturgeon. Ms Fiore has also conducted Section 7 consultations with the USFWS for the following species:

- California tiger salamander
- Snowy plover
- San Francisco giant garter snake
- Bay checkerspot butterfly
- California least tern
- Burrowing owl
- Nesting raptors
- Alameda whipsnake
- San Joaquin kit fox
- Kangaroo rat
- Salt marsh harvest mouse
- Tidewater goby

#### RESPONSIBILITIES IN THEIR ROLE ON THIS CONTRACT:

Whitney Fiore will conduct project management, preparation of documents and peer review of CDP's, LCP amendments, CEQA documents as they relate to Coastal Act issues, Periodic Review Template, Monthly Reports; attendance at meetings and hearings with Department, Coastal Commission or other as-needed meetings, correspondence and contacting of Coastal Commission staff and Commissioners, advising the Department on Coastal Act and related state and federal regulatory compliance issues.

#### RELEVANT PROJECTS:

- **Marin County Public Works Bridge Repair Project** - From June 2006 to August 2007 Ms. Fiore was Project Manager for multiple bridge repair projects in Marin County. The bridge repairs required in-water work to repair sub-structures. To complete the in-water work approvals from USACE, the USFWS for California red-legged, tidewater goby and freshwater shrimp, NOAA Fisheries for steelhead and Coho salmon, Coastal Commission for a CDP, RWQCB 401 Certifications, CDFG 1600 Agreements as well as preparation of a Mitigated Negative Declaration analyzing impacts and ensuring consistency with the above state and federal laws. One of the bridges was considered an emergency repair and needed to be completed prior to the 2006/2007 rainy season or be closed. CEQA was completed and permits for that bridge were received from all agencies within two and one half months and the bridge repair was completed in November 2006.
- **City of Capitola Biofiltration Wetland, Santa Cruz County** - From October 2003 2004 to August 2007 Ms. Fiore was Project Manager for a biofiltration wetland project



that had several phases. Ms. Fiore worked with the City of Capitola and Harris Engineering from the conceptual phase of the project. The City of Capitola lies on the Pacific Ocean at the mouth of Soquel Creek in Santa Cruz County. Every year the City berms Soquel Creek to create a swim lagoon. For that last twenty years, more often than not the beach is closed for swimming due to high coliform levels. Because use of a biofiltration wetland has not been used previously on the scale of the Soquel swim lagoon, a feasibility analysis was necessary. Ms. Fiore worked with the USFWS, NOAA Fisheries, USACE, the California Coastal Commission, CDFG and the RWQCB to get buy-in at the conceptual phase. All Agencies supported the concept of the project and the City of Capitola used the feasibility analysis to secure a Proposition 50 Water Quality Grant. For the second phase, Ms. Fiore prepared a Mitigated Negative Declaration to ensure all potential effects were analyzed and consistency with the ESA (the creek provides steelhead and tidewater goby habitat), the California Coastal Act, the CWA and California Fish and Game Code. The CEQA document was certified in 2005. During the final phase, Ms. Fiore secured permits from USACE, the USFWS, NOAA Fisheries, the California Coastal Commission, CDFG and the RWQCB. The biofiltration wetland is scheduled for construction Winter 2007/2008.

- **White Property Residential Development, Fort Bragg California** - From June 2005 to April 2007 Ms. Fiore was Project Manager for a 50-acre site located on the east side of PCH in Fort Bragg, California. Oversaw preparation of an EIR for a residential development which included construction of 70 homes, preservation of open space, Pacific Ocean View Corridors and the majority of the 5 acres of wetlands located on site. The project included construction of new a storm drain and outfall upgrade at the mouth of Pudding Creek, located in the sand along the Pacific Ocean. EIR preparation required consistency determinations with the ESA, CWA, California Coastal Act and California Fish and Game Code.
- **Santa Cruz County Aptos Sanitary Sewer Transmission Line** - From June 2003 to August 2007 Ms. Fiore was Project Manager for the Santa Cruz County Sanitary Sewer District reconstruction of three miles of pipeline in the City of Aptos. The sewer line traversed sensitive habitats for special-status species, roadways, a State Park and several hundred yards are buried under the sand on a popular State beach. At issue was the need to retire the several hundred feet buried on the beach. Ms. Fiore oversaw the preparation of a Natural Environmental Study necessary for NEPA compliance due to federal funding of the project and preparation of the Mitigated Negative Declaration. In order to achieve Coastal Act compliance and show it in the CEQA document, Ms. Fiore determined that abandoning the pipeline buried on the beach would be the most expeditious way to secure a Coastal Development permit from the Coastal Commission.
- **Metcalf Road Residential Development Project Manager, City of San Jose:** From



2001 to 2004 Ms. Fiore was Project Manager for a 260-acre site with several ESA listed species breeding on site. Ms. Fiore oversaw EIR preparation, secured permits with USACE, USFWS, RWQCB, CDFG, developed on-site mitigation and established a 200-acre conservation easement and associated endowment.

- **Benecia Waterfront Village, City of Benecia Solano County:** From 2002 to 2003 Ms. Fiore was Project Manager for a 2-acre site located on the Carquinez Strait with over 500 linear feet of shoreline requiring revetment. The project involved CEQA compliance, a USACE individual permit, NOAA Fisheries Consultation for Magnuson-Stevens Essential Fish Habitat, RWQCB and CDFG permits as well as Bay Conservation and Development Commission consistency and permitting.
- **Vineyards at Marsh Creek, City of Brentwood, Contra Costa County:** From 2002 to 2005 Ms. Fiore was Project Manager for a 380-acre site that required preparation of an EIR, a USACE permit for filling 1.7 acres of California tiger salamander breeding ponds, USFWS Section 7 Consultation, RWQCB 401 Certification, CDFG 1600 Agreement, mitigation and conservation easement planning.
- **Intervening Properties Residential Development, City of Danville, Contra Costa County:** From 2000 to 2004 Ms. Fiore was Project Manager for a 120-acre site that required EIR preparation, and permits for fill of wetlands with breeding ESA listed species and bridge/outfall construction from USACE, USFWS, CDFG, and the RWQCB, mitigation and conservation easement planning.
- **Cypress Grove Residential Development, Oakley, Contra Costa County:** From 2002-2004, Ms. Fiore was Project Manager for 155-acre residential development that involved securing permits for wetland fill, outfalls into the San Joaquin Delta and bridge construction USACE, USFWS, NOAA Fisheries, RWQCB and CDFG as well as mitigation negotiation and planning.
- **Redhorse Constructors, City of Tiburon, Marin County:** From 2005 to 2007 Ms. Fiore was Project Manager for a 30-acre site that required CEQA compliance and avoidance of wetlands, mitigation planning and avoidance of federally listed plant species.
- **East Bay Municipal Utility District Upper San Leandro Dam Reservoir Upgrade, Alameda County:** From 2004 to 2007 Ms. Fiore was Project Manager for a flood control project that involved preparation of a Mitigated Negative Declaration, developing and negotiating mitigation for ESA listed species, securing permits from USACE, USFWS, CDFG and the RWQCB for day-lighting 200 feet of Miller Creek and a 10-year on-going maintenance program.
- **San Ramon Valley YMCA, San Ramon, Contra Costa County:** From 2004 to 2007 Ms. Fiore was Project Manager for a 13-acre site with severe landslide/creek issues that required permits from USACE, USFWS, CDFG and RWQCB for creek/landslide repair,





- bridge construction and wetland fill, as well as mitigation negotiation and planning.
- **Tassajara Lane Residential Development, Danville, Contra Costa County:** From 2000 to 2004 Ms. Fiore was Project Manager for 23-acre site required permits from USACE, RWQCB, and CDFG for wetland fill and bridge construction as well as mitigation negotiation and planning.
  - **City of Redwood City, Santa Mateo County:** From 2002 to 2003 Ms. Fiore acted as Watershed coordinator for Redwood City, securing grant funding for creek restoration projects and conducting, stakeholder and public outreach.
  - **Kaiway Residential Development, El Cerrito, Contra Costa County:** From 2004 to 2007 Ms. Fiore was Project Manager for 144-acre site that required due diligence and rewriting of a technically deficient EIR.
  - **RD 800 Kellogg Creek Sediment Retention Pond, Discovery Bay:** From 2006 to 2007 Ms. Fiore was Project Manager for a Proposition 50 Water Quality Grant sediment reduction project on a 12-acre site that required preparation of a Mitigated Negative Declaration and securing permits from USACE, USFWS NOAA Fisheries, CDFG and RWQCB for wetland fill and diversion dam construction as well as mitigation negotiation and planning.
  - **Deer Creek Modification, Brentwood, Contra Costa County:** From 2002 to 2003 Ms. Fiore was Project Manager for a 7-acre site required permits from USACE, CDFG and the RWQCB for relocation of creek as well as mitigation negotiation and planning.
  - **Franklin Canyon Residential Development, Hercules, Contra Costa County:** From 2001 to 2003 Ms. Fiore was Project Manager for a 300-acre site that required preparation of an EIR, and permits for 2 acres of fill and several bridges from USACE, USFWS, RWQCB and CDFG.
  - **Helmer House, Calistoga, Napa County:** From 2004 to 2005 Ms. Fiore was Project Manager for a 7-acre site that required preparation of a Mitigated Negative Declaration; permits for wetland fill and bridge construction from USACE, USFWS, CDFG and RWQCB as well as mitigation negotiation and planning.
  - **Kaljia Bank Stabilization, Calistoga, Napa County:** From 2005 to 2006 Ms. Fiore was Project Manager for a 250 linear-foot Napa River bank stabilization project that required preparation of a Mitigated Negative Declaration and securing permits from USACE, NOAA Fisheries, USFWS, CDFG and RWQCB.
  - **Navarro River Watershed Programmatic Agreements, Mendocino County:** From 2000 to 2001 Ms. Fiore negotiated programmatic agreements for bank stabilization projects undertaken by the Mendocino County Resource Conservation District and local landowners with USACE, USFWS, NOAA Fisheries, CDFG and RWQCB.



**PROJECT PRINCIPAL****EDWARD ROGAN, PE, REA II****EDUCATION**

Stanford University, Palo Alto, CA: Engineering Executive Management Program, 1991

Villanova University, Villanova, PA: M.S., Civil Engineering - Water Resources, 1984

University of Virginia, Charlottesville, VA: B.S., Engineering Science, 1973

**REGISTRATION**

Professional Engineer, Civil: Arizona (1990), Oregon (1995), Colorado (1997)

Registered Environmental Assessor II: California (2000)

Contractors License - A with Hazmat/Asbestos Certification - California (1996)

**EXPERIENCE OVERVIEW** - As President of Essentia, Mr. Rogan is responsible for the continuous improvement and delivery of solutions-based services involving the application of Essentia's assessment, investigation, engineering, design, construction and operations capabilities and resources on behalf of Essentia's clients. Mr. Rogan is particularly adept at the logistics of program and project management, particularly for large, complex and multi-disciplined projects. Drawing on a broad range of experience in the field of civil/environmental engineering, Mr. Rogan focuses on assessing industry-specific business and financial impacts; remedial technology development including innovative technologies; construction management; and project controls expertise.

**RESPONSIBILITIES IN THEIR ROLE ON THIS CONTRACT:**

Mr. Rogan will review engineering and other design details as part of CDP, CEQA and LCP amendments as part of peer review, attendance at meetings and hearings with Commission staff or the Commissioners if necessary. In addition, Mr. Rogan is the leader for our Quality Assurance, Quality Control Program for this Contract, and will serve as an expert witness if needed.

**RELEVANT PROJECTS:**

- POLA On-Call Environmental Documentation & Special Studies
- POLB On-Call Environmental Documentation & Special Studies
- POLA On-Call Environmental Assessments



- POLB Green Port Program
- POLB On-Call Environmental Assessments

## SR. CONSULTING PROFESSIONAL

LINDA BRODY

### EDUCATION

Bachelor of Environmental Design (BENVD), University of Colorado, Boulder

### EXPERIENCE OVERVIEW

Ms. Brody has more than 30 years of experience in preparing environmental documents under the CEQA and the NEPA ensuring compliance and

consistency with various laws and regulations including CWA, ESA, Marine Mammal Protection Act, California Coastal Act, Coastal Zone Management Act (CZMA), and California Fish & Game Code for projects along the Coast. Ms. Brody has worked extensively with regulatory agencies on large, complex projects throughout California. Her areas of expertise include project management, focusing on industrial projects, including, but not limited to water reservoir and water systems improvement; transmission lines, hazardous waste facilities, landfills; wastewater treatment and recycling; marine terminal and off-shore oil spills; flood control; and water and natural gas pipelines, coastal wetland and shoreline erosion projects; and recreational developments. She also has special expertise in land use and visual analyses. Her visual analyses experience has included the use of U.S. Forest Service (USFS) and U.S. Bureau of Land Management (BLM) programs, as well as customized analyses.

### RESPONSIBILITIES IN THEIR ROLE ON THIS CONTRACT:

Linda Brody: Similar to the responsibilities of the CR, Linda Brody would provide back-up services in the event Ms. Fiore was unavailable.

### RELEVANT PROJECTS WITHIN THE COASTAL ZONE THAT REQUIRED COASTAL ACT COMPLIANCE:

- EIS/EIR for the Upper Newport Bay Restoration Project, Orange County - USACE, Los Angeles District.
- EIR/EIS for Bolsa Chica Wetlands Restoration, Orange County -- California State Lands Commission (CSLC), in Cooperation With the USACE, Los Angeles District; California Coastal Conservancy; USFWS; and National Marine Fisheries Service.
- EIS/EIR for Bolsa Chica Project, Orange County -- City of Huntington Beach and the USACE, Los Angeles District.
- Draft MND for South Central Coast Beach Enhancement Program, Santa Barbara and Ventura Counties -- Beach Erosion Authority for Clean Oceans and Nourishment



(BEACON).

- Environmental Evaluation for Los Angeles County Shore Protection -- Noble Consultants and the USACE.
- IS/MND Mariner's Mile Walkway, Orange County -- City of Newport Beach, Sub to Cash & Associates.
- IS/MND for the North Reservoir Project, Orange County -- Laguna Beach County Water District
- IS/MND Bay Isle Bulkhead Wall Repair and Bridge Replacement, Orange County - City of Newport Beach, Sub to Moffat & Nichol Engineers.
- EIR/Environmental Impact Statement (EIS) and Permitting for River Road Treatment Wetland Project, Orange County -- OCWD and the USACE.
- Programmatic EIS/EIR for the Dredge Material Management Plan Draft for Harbors/Marinas in the Los Angeles Area, Los Angeles County -- USACE, Los Angeles District.
- CEQA, NEPA Compliance and Permitting for the Solstice Creek Steelhead Restoration Project, Los Angeles County -- National Park Service, Sub to Moffat & Nichol Engineers.
- EIR North Delta Flood Control and Ecosystem Restoration, Sacramento County - California Department of Water Resources, Sub to Jones & Stokes Associates.
- IS/MND for Laguna Lake Restoration, Orange County - City of Fullerton.
- EIR for the Berths T-116 Through T-136 Redevelopment Project, Los Angeles County -- Port of Long Beach.
- Peer Review of Submarine Telecommunications Cable Through State Tide Lands, California -- CSLC, as a Subcontractor to KEA.
- EIR/EA for Sand Replenishment Project, Ventura and Santa Barbara Counties - BEACON.



## SR. PROJECT PROFESSIONAL

**DENNIS CRABLE, REA****EDUCATION**

University of California, Irvine, CA. B.A., English Literature, 1984

**REGISTRATION**

Registered Environmental Assessor: California No. I-05118

**EXPERIENCE OVERVIEW** - Mr. Crable is a Senior Project Professional with Essentia possessing 28 years of experience in the Environmental Consulting field. Mr. Crable has 10 years of experience in management and the preparation CEQA/NEPA documents including: Environmental Impact Reports, Environmental Assessments, Initial Studies, Mitigated Negative Declarations, Categorical Exemptions, and Addendums. In addition to presently serving as the Project Manager for On-Call Environmental Documentation & Special Studies contracts with both the Port of Los Angeles and the Port of Long Beach, Mr. Crable's directly relevant experience includes:

**RESPONSIBILITIES IN THEIR ROLE ON THIS CONTRACT:**

Dennis Crable will conduct peer review of CEQA and other regulatory compliance documentation, quality control and editing, back-up services in the event Ms. Fiore is unavailable.

**RELEVANT PROJECTS WITHIN THE COASTAL ZONE THAT REQUIRED COASTAL ACT COMPLIANCE:**

- POLA On-Call Environmental Documentation & Special Studies
- POLB On-Call Environmental Documentation & Special Studies
- POLB Green Port Program



### SECTION TWO - Proposer's Work Plan

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Page 1 of 2

#### WORK PLAN

1. **STAFFING PLAN.** Provide the requested information about consultants, key employees and subconsultants. Attach all resumes. Brief resumes are provided in Section One.

Name	Relationship to Proposer	Classification / Job Title	Responsibilities
Whitney Fiore	Key Employee	Consulting Professional	See Resumes for RESPONSIBILITIES
Ed Rogan, PE	Managing Partner, CEO	Principal	
Linda Brody	Employee	Sr. Consulting Professional	
Dennis Crable	Employee	Sr. Project Manager	

2. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm name	Relationship to Proposer	Specialty	Address	Phone
NONE					



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3. LICENSES: List staff who hold licenses or registration required by California state law, or relevant to performance of the work:

Name	License	License Number

4. STATEMENT OF APPROACH TO THE SCOPE OF WORK

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please be sure to address the following items:

- a. How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;
- b. Proposer's ability and resources to provide the kinds of consulting services described in Part Two, Statement of Work;
- c. How the experience of Proposer's staff is specifically related to the services described in Part Two, Statement of Work;
- d. What level of staff the Proposer would assign to provide the various kinds of services listed in Part Two, Statement of Work;
- e. Proposer's ability to support the Department before the California Coastal Commission, Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, and other bodies/regulatory agencies;
- f. Proposer's ability to serve as an expert witness in court and arbitration proceedings;
- g. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work and
- h. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in the Sample Contract, Attachment A) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

5. ADDITIONAL INFORMATION (Attach pages if necessary):



**PROJECT APPROACH***Coastal Commission Application Review Strategy*

The Essentia Team has extensive experience in the preparation of environmental compliance documents within the coastal zone that required Coastal Act compliance. Unlike most other California State agencies, Coastal Commission project review for Coastal Development Permits (CDP), Local Coastal Program (LCP) amendments and Periodic Reviews extends to almost all project aspects including public interest and access, biological resources, water quality, planning and design, compliance with other state and federal agency regulations. The Coastal Commission expects complete and full information from applicants upon which to make a determination. When submitting a CDP application or amendment request (hereinafter "CDP"), the package should include a thorough Project Description with figures and maps that clearly depict design and details of the proposed project. The Project Description is the foundation of the submittal. The Project Description should summarize all studies and reports prepared for the proposed project and describe the project's planning process. All technical studies and reports, i.e. biological surveys, geotechnical reports, hydrology studies, visual/aesthetics, etc. should be provided as attachments to the permit application. If CEQA has been completed for the project, proof of certification as well as the CEQA document itself should be provided to the Coastal Commission. If the Coastal Commission provided comments on the CEQA that resulted in changes to the project, these should be reflected in the Project Description along with a brief history of the CEQA process. To expedite the CDP process, all other regulatory compliance materials (USACE Section 404 / Section 10 permits, RWQCB Certification, etc.), permits if they have been received, agency correspondence, or permit applications if still pending should be provided as well. The Coastal Commission may issue a CDP absent one or more permits on the condition that the applicant complies fully with any outstanding permits.

Essentia utilizes a proactive approach to achieve an effective and efficient CDP or other Coastal Commission process. Essentia's Project Manager or CR Ms. Whitney Fiore will follow-up with the Coastal Commission within a few weeks of submission to determine which staff person has been assigned to your submittal. Early contact facilitates two things, moving you to the front of the line and providing an early opportunity

*Essentia utilizes a proactive approach to achieve an effective and efficient CDP or other Coastal Commission process.*





to discuss your submittal/project, explain the submission and attachments and initiate a rapport with the staff person assigned. At this time Essentia would offer to schedule a site visit, which is another key element in the CDP process. Although provision of quality and detailed graphics is an invaluable tool in the CDP process, a site visit can provide the perspective of the size and scope of the project, which can be difficult to grasp from remote review of the information. Depending on the project, the site visit may benefit from inclusion of technical experts such as engineers, biologists, hydrologists to answer questions and explain project features and constraints. Because the Coastal Commission's review is so broad and includes so many aspects of projects before them, it is unlikely the staff person has technical expertise in most of the fields. The site visit can preempt a long and protracted comment and response period wherein the Coastal Commission makes design change requests, additional study requests and so forth that are costly and infeasible due to their lack of technical expertise. Simple, straightforward language will be used to explain how the environment will be affected by proposed actions. In addition, we regularly use graphic illustrations to provide a clearer perspective of issues and consequences for the reader. The Essentia Team can develop individualized strategies to accomplish goals; whether this means devising specialized scopes of work for technical studies, or coordinating with regulatory agencies, our aim is to assist in successful processing and ultimate development of each project.



Depending on the relationship between the staff person assigned to that particular CDP, Essentia may offer to draft the Staff Recommendations that will go to the Commissioners prior to the scheduled hearing date. At a minimum we believe in providing the staff person with electronic copies of the Project Description and other materials, which allows them to cut and paste when preparing their Staff Recommendations and also minimizes the risk of the report containing incorrect information regarding impacts, design features, resources etc. Depending on the complexity and controversial nature of the project, your CR may attend the Board Hearing at which your project is to be approved.

#### *Local Coastal Program (LCP) Periodic Review Work Plan*

Essentia will work closely with Department Planning staff to gain an understanding of their concerns with respect to your LCP. This information combined with experience satisfying Coastal Commission concerns will be the basis of our LCP Periodic Review Work Plan. Essentia will prepare a Work Plan that provides a template for successful LCP Periodic Review in the future. Because the Coastal Commission's concerns and purview within the Coastal Zone are so broad, it is imperative for the Department to be aware of advances and changes in complimentary regulations governing natural resources and public trust/interest issues. To ensure that the Coastal Commission is satisfied with changes to the Department's LCP both now and in the future, a summary of issues contained in the



Coastal Commissions' Staff Recommendations for the current Periodic Review will be made. From this summary, items that are likely to require reassessment in future Periodic Reviews will be noted and a strategy or approach for addressing these items will be provided. For example, water quality standard regulations as well as treatment (BMP's, source controls, etc.) are constantly changing. The Work Plan would include methodology for reviewing changes in regulations to compare it to the existing standards in the LCP as well as listing sources for updated water quality treatment methods. Similarly, regulations governing biological resources change often as does the science guiding the process by which these regulations are carried out. The Work Plan would address these issues in the same manner as water quality. Essentially, the Work Plan should allow someone who may not be familiar or have expertise in all areas contained in the LCP that need to be brought current (e.g. green building, air quality, public access, changes in popular recreational use of the Marina), with a road map to locating the necessary resources or information.



The best approach when dealing with the Coastal Commission is to be proactive. An ability to anticipate Coastal Commission requirements and requests and knowing how to satisfy those requirements will not only expedite the LCP Periodic Review process, but also builds good will and gains trust with Coastal Commission staff. The Work Plan is intended to reduce the amount of time and energy spent by the Department defending its positions on certain subjects and responding to comments from both the Public and Commission staff. Addressing early on and satisfactorily many of the issues allows the Department to focus on concerns or changes the Coastal Commission or public may want that the Department believes are infeasible or unnecessary.

#### *Preparation of LCP Amendments*

Essentia will prepare or assist in the preparation of Local Coastal Amendments as requested by the Department. Essentia will assist Department Planning staff in drafting amendments, preparation or review of Staff Recommendations or other responsibilities on an as-needed basis. The CR will review materials upon which the amendments are based and provide Coastal Act consistency determination as requested by the Department. Essentia has licensed civil engineers that may provide engineering design peer review of developers' plans in an effort to preempt issues and concerns that may be raised by the Coastal Commission during their review. The Essentia CR will attend Coastal Commission Hearings regarding proposed LCP amendments as-needed.



*Assist with Environmental Documents and Issues*

Using our extensive background in both CEQA/NEPA and regulatory compliance, Essentia will assist in the preparation of CEQA/NEPA and other environmental documents as they relate to Coastal Commission compliance to ensure the documents are technically defensible in addressing this issue. Essentia will draft, as requested by the Department these sections of the documents. We will rely upon the Department and/or the project proponent to provide us with plans and designs as well as any technical reports relevant to Coastal Act compliance to ensure this is reflected in the environmental documents. Essentia may also make recommendations based on our review of the supporting project information (engineering, hydrology or geotechnical studies) intended to reduce or eliminate Coastal Commission comments on the environmental document that would result in significant changes to project design.

*Present and Advocate the Department's Position to Commission and Commissioners and Act as Advocate on all Beach and Marina Issues*

Depending on the circumstances, Essentia will communicate with Coastal Commission staff and Commissioners positions on behalf of the Department either in writing or verbally. Using our existing relationships with Coastal Commission staff and our experience in other Coastal Commission Districts where similar situations may have been handled differently, Essentia Management will communicate Department positions to the South Coast District.



We will keep apprised of development projects, regulatory changes authority, preparation of environmental documents and day-to-day operations. We understand the value in applying new information and lessons learned from other ongoing projects similarities to projects that the Department may have. Again, Essentia will use our proactive approach which saves time, costs and can alleviate the need to re-visit issues repeatedly.

**RESOURCES**

The Essentia Project Team members have established effective management control systems, have integrated them for efficient project administration, and have trained staff to respond quickly and efficiently to task orders and project situations as they arise in order to meet project deadlines. Having completed many complex projects within strict time constraints, we have developed flexible management systems that allow project managers to draw on experienced technical and administrative



personnel throughout the respective companies. This allows the use of a wide-ranging personnel base at reduced cost to the project and has resulted in efficient budget control and adherence to project schedules. Contract needs are met by assigning appropriate resources (experienced personnel and equipment) as needed to meet specific project requirements.

We have proposed a Principal, a CR, and two individuals we consider to be key personnel to this project. In addition to these individuals we have 19 other professionals currently involved with other projects but available on a case by case basis for this project. This large base of personnel to draw from enables us to be responsive to client needs and to successfully complete project tasks on time. Our current and anticipated workload is such that the proposed qualified personnel who would be assigned to this project will be able to accomplish contract requests for the duration of this contract. Our project team is currently fully staffed and equipped to undertake the scope of services described in the RFP. The backlog for the project team personnel over the period of performance ranges from 50 to 75 percent of current capacity, providing more than adequate staffing for the anticipated contract.



### **MANAGEMENT**

Essentia understands that providing as-needed services as requested by the Department means that we are there to support them in any way we can in their on-going Coastal Commission interactions. These interactions take many forms and may arise with little or no notice. Essentia personnel have successfully managed and completed numerous task order based Agreements. As demonstrated during the performance of previous Agreements and through our experience and success with projects like this involving as-needed services, we have developed a project management system that focuses on frequent communication, effective project planning, real-time cost and schedule control, and an efficient project reporting system. We also have a keen understanding of, and appreciation for, various Department operations. As a result, our project team will be able to immediately respond to the Department's need with maximum efficiency and minimal costs (i.e., no learning curve). Essentia is committed to providing the Department with consulting services related to Coastal Commission issues and advising them at all stages of these processes and pride ourselves on being responsive. Because of the nature of Coastal Commission permitting and proceedings, it would be impossible to develop an RFP that



anticipated all the possible needs the Department may have for a consultant. We know that the Department may call upon us to attend public hearings, scoping meetings, stakeholder meetings, and meetings with the Commission and/or Planning staff. We also know that we may be called upon by individuals on your staff with simple questions regarding minor issues.

Mr. Rogan the Principal and President for Essentia will make Ms. Fiore the CR available to assist in any way we can to ensure the Department's Coastal Commission needs are met quickly and efficiently. Mr. Rogan will also be directly accessible to Department personnel should the need arise.

### *Monthly Progress Reports*

As a way of tracking the County requests and to ensure that any follow-up actions necessary to successfully complete Department needs related to Coastal Commission issues, Essentia will prepare monthly Progress Reports detailing the prior month's activities. Issues and tasks will remain on the Progress Report until successful completion or resolution. The Progress Report will summarize all efforts undertaken on behalf of the Department, be it attendance at meeting, correspondence, telephone calls, review or document preparation activities.

## **EXPERIENCE**

The Essentia Team has extensive experience in the preparation of environmental compliance documents within the coastal zone that required Coastal Act compliance. Our approach to preparing environmental compliance documents includes both a clear understanding of the legal requirements of the coastal zone, CEQA and the NEPA, as well as understanding the importance of a clearly written document, to provide a legally defensible document. Simple, straightforward language will be used to explain how the environment will be affected by proposed actions. In addition, we regularly use graphic illustrations to provide a clearer perspective of issues and consequences for the reader. The Essentia Team can develop individualized strategies to accomplish goals; whether this means devising specialized scopes of work, or coordinating with regulatory agencies, our aim is to assist in successful processing and ultimate development of each project.

Fundamental to Essentias' approach for customer service is the belief that it is not enough to be highly skilled and well versed in the "nuts and bolts" of the preparation of environmental documents. In contrast with many of our competitors, we do not settle for just being responsive, providing technical excellence, anticipating client needs, keeping abreast of projects, or simply returning phone calls. We consider these to be minimum requirements of good customer service. Beyond these prerequisites, as an environmental service provider, we realize the importance of demonstrating our relevant experience and how that experience can or has been applied to a client's specific situation. We appreciate that our clients want to leverage our experience and understanding and anticipate issues prior to conducting



environmental studies. Substantial benefit can be afforded to clients such as the Department by working with firms that can apply industry specific knowledge and prior Department experience to the preparation of environmental documents. In this way, we become an extension of your staff.

As described earlier in Section One of this proposal, Ms. Fiore will lead the project team (please reference the resumes presented in Section One). Ms. Fiore's twelve years of experience working environmental compliance and permitting in California, her experience working for environmental and land use attorneys specializing in regulatory compliance and her excellent history of proactive Project Management make an excellent choice to lead the Essentia Team as the CR. Ms. Fiore has worked with the Coastal Commission on numerous projects throughout her career. To complement Ms. Fiore's excellent resume, Ms. Fiore has selected Ms. Brody, and Mr. Crable. Again, as seen the previously presented resumes they too bring an excellent history of working with Coastal Commission permits and regulations thorough working with the Port of Los Angeles, the Port of Long Beach, and the County of Orange just to name a few. Their understanding of current regulatory issues and the cause and effect through the CEQA/NEPA process is another key to the Essentia Team's success.

#### *Expert Witness & Administrative Appeals/Court Proceedings*

At Essentia we know the value of ensuring a complete administrative record when dealing with regulatory agencies. We document and memorialize telephone calls, site visits, meetings and all other interactions with regulatory staff. The benefit to this is not only in the event administrative appeals or court proceedings ensue, but also benefits us in the event staffing changes occur. Agreements on approaches, design, avoidance measures, timeframes, etc., can be made with a Coastal Commission staff person verbally, but if these agreements are not memorialized as meeting minutes (minutes are legally binding in the State of California), if staffing changes are made, or if court proceedings ensue, you need documentation of the project history. Essentia will provide administrative appeal or court proceeding services and testimony as requested by the Department.

Experts and consultants often play critically important roles in litigation. The more important or complex the matter, the more likely it is that one or more experts will need to be involved (for each side). Experts are persons with special knowledge, skill, experience, training and/or education that go beyond the experience of ordinary members of the public.

Prior to working with Essentia, Ms. Fiore spent many years working for Environmental Law firms and was involved in both administrative appeals and court proceedings on a continuing basis. In addition to Ms. Fiore's work as a consultant in Coastal Commission proceedings, Ms. Fiore also assisted in two controversial CDP applications pending before the Coastal Commission North Coast District during 2000. One, located in Tomales Bay was a large tract housing development approved by Marin County in the mid-1970's and by the Coastal Commission shortly after its creation when implementation of the law first began. However the project was never constructed and the new property owner wished to move forward with developing this area with a substantially different land plan than was approved nearly 30



years prior. At issue was the fact that the 2000 Coastal Commission would never allow such an aggressive development and whether the substantial design changes required an entirely new application or an addendum. She also assisted with a Pacific Grove CDP application to construct several executive homes along Monterey Bay. These are additional reasons why Ms. Fiore is a good match to be the CR for the Department on this procurement. Mr. Rogan's experience to date has varied from case to case. Sometimes Mr. Rogan has served as a non-testifying consultant to a lawyer, thus remaining in the background, without his or her name ever being known to the other side. In many other instances, Mr. Rogan has testified or given an affidavit supporting an element of the case. Mr. Rogan has also served as an expert witness in which case he was asked to provide a technical opinion on legislation, site investigation/remediation strategies, costs, and/or findings.

Based on Ms. Fiore's and Mr. Rogan's experience, we have found that experts are typically selected based on the following criteria:

- Compatibility with the litigation team
- Presentation skills (i.e., ability to clearly communicate a technical opinion)
- Education, degrees and training
- Specific knowledge (e.g., geology, geopolitics, fate & transport characteristics, cost estimating, legislation)
- Practical experience
- Publications and teaching
- Licensing and certification
- Honors
- Balance
- History as an expert witness or consultant
- Willingness to serve as an expert

**QUALITY CONTROL PLAN**

Quality typically has a client-specific definition. In the case of the Department, we have learned that quality includes technical prowess, professionalism, innovation, real-time communication (e.g., no surprises), and adherence to budget/schedule baselines, among other things. Essentia's policy is to maintain professional standards in all aspects of project tasks and management. As a result, Essentia ensures compliance with the contract terms and conditions and is able to deliver outstanding consulting service performance.

*"NRG's Long Beach Generation LLC would like to thank Essentia Management Services, LLC, for the*

*professional and diligent work on the Long Beach Generation LLC project. The team provided excellent support and communication throughout the project, ensuring a successful outcome. The team's expertise and dedication were instrumental in the success of the project. The team's work on the Long Beach Generation LLC project is a testament to their commitment to excellence and customer service. The team's work on the Long Beach Generation LLC project is a testament to their commitment to excellence and customer service. The team's work on the Long Beach Generation LLC project is a testament to their commitment to excellence and customer service.*

*Tim Hemig  
Director, Environmental and New Business- NRG*



Key elements of our teams' quality assurance/quality control (QA/QC) programs include the following:

- A detailed set of proven QA/QC procedures and protocols to cover all project aspects.
- A centralized document control system is utilized to ensure chain-of-custody control and a paper trail for all controlled documents.
- Detailed procedures for auditing, post-auditing, and non-conformance reporting.
- A training program for orienting all personnel on the QA/QC procedures.
- Strict work product review and file documentation protocols, including peer review and management review of all reports.

**RESUMES**

Essentia has provided the resumes of one of the firm's principals, the CR, and other Key Individuals of our staff which state their professional training and specific related experience in the last five years. Below is Table 2-1 which summarizes their experience.

Table 2-1

Name	Coastal Development Permits	Coastal Commission Proceedings	Preparation of Environmental Documents	CEQA/NEPA	Engineering/Design Peer Review	Administrative Appeals/Court Proceedings	Regulatory Compliance
Ed Rogan, Principal			34	20	34	8	20
Whitney Flore, CR	6	6	12	12	6	6	12
Linda Brody, Key Personnel	5	2	35			7	35
Dennis Crable, Key Personnel			12	12	12		12





## SECTION THREE QUALITY CONTROL PLAN

Form P-3

## QUALITY CONTROL PLAN

**1. Who will review documents prepared by your office?**

The **Project Manager** is responsible for determining the verification needs of the project; identifying the items and scope to be reviewed; scheduling the independent technical reviews; selecting in conjunction with the **Principal-in-Charge**, and assigning competent, qualified **Independent Technical Reviewers** including **Technical Editors**; ensuring that adequate time and budget have been allotted to complete the review; and ensuring that appropriate follow-up actions are taken to correct reported deficiencies.

The **Independent Technical Reviewer** is responsible for becoming familiar with the project requirements, criteria and the scope of the review; performing an independent objective review; and bringing to the **Project Manager's** attention any problems uncovered as well as any unresolved discrepancies.

For additional details, see pages 31-33 of the Essentia Quality Assurance Manual Appendix A.

**2. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?**

The **Project Manager** is responsible for resolving any significant issues not resolved between the **Independent Technical Reviewer** and the originator, if applicable, and for the final approval of the review. If the **Project Manager** is the originator or the reviewer (which is allowed under certain circumstances), the **Principal-in-Charge** is responsible for final resolution and approval.

If/when deficiencies are identified, the **Project Manager** will convene a meeting with the **Independent Technical Reviewer(s)** and Department staff, if so desired, at which time a reconciliation plan (i.e., who, what, when, how, etc.) will be agreed upon and shared with the Department.

For additional details, see pages 33-34 of the Essentia Quality Assurance Manual Appendix A.

**3. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?**

Immediately (within 24 hours) upon being made aware of any deficiencies, the **Principal-in-Charge** will meet with the **Project Manager** and the **Independent Technical Reviewer(s)**, at which time a reconciliation plan (i.e., who, what, when, how, etc.) will be agreed upon and shared with the Department. The response time to implement the correction will be a function of the deficiency, however, in most instances, Essentia has the resources and skills to complete the correction within less than one week.

**4. If you have a written quality control plan, inspection plan or written procedures for you staff, please attached them.**

Essentia's Quality Assurance Manual is provided herein as Appendix A for your review and consideration.



## SECTION FOUR Business and Financial Summary

In statistics, reliability is the consistency of a set of measurements or measuring instrument. That is, a reliable measure is measuring something consistently. For example, while there are many reliable tests of specific abilities, not all of them would be valid for predicting, say, job performance. Essentia translates reliability into the dependability of its management team, and the consistency of their work product. Essentia's reliability can be measured by its clients. Our large volume of repeat business for these clients is a testimony to our success at developing a partnership between Essentia and our clients, as well as satisfying their needs in a responsive and cost-effective manner. Clients such as the Port of Los Angeles, Port of Long Beach, Los Angeles Department of Water and Power, San Diego Unified School District, Orange County



Transportation Authority, Los Angeles Department of Public Works, AES Redondo Beach, and many more have given Essentia consistent work since its inception and continues to do so today. The quality of our work and the dependability of our management are the cornerstones to our success at Essentia.

Please find the completed and signed Business and Financial Summary (Form P-4) on the next page. Please note that since Ms. Fiore is a new employee of Essentia, her Coastal Commission Experience and References thereto are located in the project descriptions in this section and as an attachment to the P-4 Form.



**BUSINESS AND FINANCIAL SUMMARY**

Attach all documentation listed on Page 7 of the RFP.

1. List all of the governmental agencies and private institutions for which your firm has provided consultant services during the last five years. (At least 5 years' experience in the field must be demonstrated.) FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

**GOVERNMENT AGENCIES:**

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
2003	2009	Port of Los Angeles	425 S. Palos Verdes Street San Pedro, California 90731	Lena Maun-Desantis	310.732.3950	Environmental Documentation, Special Studies, EIR/EIS, & CEQA/NEPA
2005	2008	Port of Los Angeles	425 S. Palos Verdes Street San Pedro, California 90731	Chris Foley	310.732.3683	Environmental Site Assessment, & Environmental Compliance
2006	2008	Port of Long Beach	925 Harbor Plaza, PO Box 570 Long Beach, CA 90802	Richard Cameron	562.590.4156	Environmental Documentation, Neg Declarations, CEQA/NEPA
2005	2007	Port of Long Beach	925 Harbor Plaza, PO Box 570 Long Beach, CA 90802	Donald Synder	562.590.4111	CAAP Vessel Speed Reduction Environmental Compliance, Green Port
2007	2012	Los Angeles Department of Public Works	900 South Fremont Avenue Alhambra, CA 91803	Oscar Enriquez	626.458.5100	As needed Environmental Compliance Services, & Construction Management
2003	2006	Los Angeles Department of Water & Power	111 North Hope St, # 1050 Los Angeles, CA 90012	Dat Quach	213.367.4696	As needed Environmental Services Compliance, & Site Assessments
2003	2008	Orange County Transportation Authority	550 South Main Street Orange, CA 92863	Charles Guess	714.560.5775	As needed Environmental Services Compliance, & Site Assessments
2006	2008	National City	1243 National City Blvd. National City, CA 91950	Patricia Beard	619.336.4255	As needed Environmental Services Compliance, & Site Assessments

12/10/10  
Long Beach

Add additional pages if necessary to list all experience with Government Agencies.



**SECTION FOUR  
BUSINESS AND FINANCIAL SUMMARY**

2005	2009	Grossmont Union High School District -	PO Box 1043 La Mesa, CA 91944-1043	Dr. Terry Ryan, Superintendent	619.644.8000	Land Acquisition and Site Selection Contractor for New High School No. 12
2005	2007	Department of Toxic Substances Control	PO Box 806 Sacramento, CA 95815-0806	Maryam Tasnif-Abbasi	714.484.5489	Preliminary Endangerment Assessment On-Call Provider for DTSC
2002	2004	California Youth Authority	4241 Williamsborough Drive, Sacramento, CA	Gregor Larabee	916.262.1439	Site Investigation and Quarterly Ground Water Monitoring
2005	2006	San Diego County Water Authority	4677 Overland Avenue, San Diego, CA 92123	Ken Weinberg	858.522.6758	Phase II Environmental Site Assessment Kendall Lands Property



**PRIVATE INSTITUTIONS:**

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./Contract person	Phone number	Description of Services
2002	2008	AES Redondo	1100 N. Harbor Dr. Redondo Beach, CA 90277	Bradley Scott	310.318.7442	RCRA Site Closure Activities, including Only GWM, and Environmental Compliance
2006	2007	NRG Energy	301 Vista Del Mar Blvd El Segundo, California 90245	George Piantka	310.615.6351	Environmental Compliance, Storm Water Hazard, and Asbestos Abatement Oversight
2004	2006	Metropolitan Stevedoring	1045 Pier G Ave Berth 212 Long Beach, Ca 90802	Robert Waterman	562.983.8462	SWPPP, Environmental Compliance
2005	2006	St. Vincent de Paul	3350 E Street	Mr. Bill Bolstad	619.446.2107	ESA, Env. Compliance
2004	2005	Quality Distribution	150 East Pennsylvania Ave	Roy Peterson	610.518.3124	Southgate Facility - Compliance
2004	2005	KPFF	101 Stewart Street, Suite 800 Seattle, WA 98101	Lamar Scott	206.382.0600	Port of Long Beach Pier T

2. How many full-time workers does your firm employ? 17

3. Attach an organizational chart or describe the organization of your firm: Please Reference the Organizational Chart listed later in this Section Four



**4. CREDIT REFERENCES. List at least three recent credit or financial references:**

Name	Address	Business relationship	Contact person	Phone number
BC2 Environmental	1212 East Ash Avenue Fullerton, CA 92831	Subcontractor	Scott Traub	714.449.2990
Calscience	7440 Lincoln Way Garden Grove, CA 92841-1427	Subcontractor	Steve Lane	714.895.5494
Ninyo & Moore	475 Goddard, Suite 200 Irvine, CA 92618	Subcontractor	R. Scott Kurtz	949.753.7070

**5. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract. A letter of commitment and certificates are submitted in this Section Four.**

**6. LABOR AND PAYROLL VIOLATIONS. Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department):**

has not found the Proposer responsible for any labor, wage, or payroll violations  
 has found the proposer responsible for the following violation(s):

**7. ADDITIONAL INFORMATION (Attach additional pages if necessary):**



**DEMONSTRATION OF EXPERIENCE**


To exhibit our Team strengths, we offer the following project descriptions. These projects, although only a limited sampling of the significant number of relevant projects performed to date by Essentia, best demonstrate our capabilities and skills and the proficiency with which we apply them to the needs of our clients.

<b>MARIN COUNTY PUBLIC WORKS BRIDGE REPAIRS</b>		<b>Essentia</b>
<b>PROJECT MANAGER:</b> Whitney Fiore	<b>PERIOD OF PERFORMANCE:</b> June 2006 to August 2007	
<b>KEY SERVICE AREAS</b>		
<ul style="list-style-type: none"> <li>▶ CEQA MND</li> <li>▶ Federal and State Regulatory Compliance</li> <li>▶ Biological Surveys</li> <li>▶ Water Quality</li> <li>▶ Air</li> <li>▶ Cultural Resources</li> <li>▶ Geotechnical</li> </ul>	<ul style="list-style-type: none"> <li>▶ CEQA/NEPA</li> <li>▶ Aesthetics</li> <li>▶ HRA</li> <li>▶ Transportation</li> <li>▶ Environmental Justice</li> <li>▶ Water Quality</li> <li>▶ Risk of Upset</li> </ul>	
<b>ESSENTIA TEAM MEMBERS:</b> ▶ Whitney Fiore	<b>CONTACT INFORMATION:</b> Elizabeth Lewis Marin County Public Works 3501 Civic Center Drive San Rafael, CA 94903 415.499.7276	

**PROJECT DESCRIPTION:**

While working for EDAW (formerly Sycamore Associates) from June 2006 to August 2007 Ms. Fiore provided California Environmental Quality Act (CEQA), regulatory permitting and compliance, and mitigation planning services for the Marin County Public Works Bridge Repair Project. As Project Manager, Ms. Fiore oversaw the team of biologists, hydrologists, geotechnical and civil engineers to gain approval from state and federal regulatory agencies for multiple bridge repairs in Marin County. The bridge repairs required in-water work to repair sub-structures. To complete the in-water work, approvals from USACE, the USFWS for California red-legged, tidewater goby and freshwater shrimp, NOAA Fisheries for steelhead and Coho salmon, Coastal Commission CDP's, RWQCB 401 Certifications, CDFG 1600 Agreements as well as preparation of a Mitigated Negative Declaration analyzing impacts and ensuring consistency with the above state and federal laws. One of the bridges was considered an emergency repair and needed to be completed prior to the 2006/2007 rainy season or be closed. CEQA was completed and permits for that bridge and permits were received from all agencies within two and one half months allowing the bridge repair to be completed in November 2006.



<b>CITY OF CAPITOLA BIOFILTRATION WETLAND PROJECT</b>		Essentia
<b>PROJECT MANAGER:</b> Whitney Fiore	<b>PERIOD OF PERFORMANCE:</b> October 2003 to August 2007	
<b>KEY SERVICE AREAS</b>		
<ul style="list-style-type: none"> <li>▶ Feasibility Analysis</li> <li>▶ CEQA MND</li> <li>▶ State and Federal Regulatory Compliance</li> </ul>	<ul style="list-style-type: none"> <li>▶ Water Quality</li> <li>▶ Biological Surveys</li> <li>▶ Cultural Resources</li> <li>▶ Geotechnical</li> </ul>	
<b>ESSENTIA TEAM MEMBERS:</b> ▶ Whitney Fiore	<b>CONTACT INFORMATION:</b> John Iasin, P.E. Harris and Associates 178 Second Street, #C Gilroy, CA 95020 408.842.5756	

**PROJECT DESCRIPTION:**

While working for EDAW (formerly Sycamore Associates) from October 2003 to August 2007, Ms. Fiore worked with the City of Capitola and Harris Engineering through several phases of the project. Each year, the City of Capitola berms the mouth of Soquel Creek to create a swimming lagoon. For the past twenty years more often than not, the area has been closed to swimming due to high *coliform* levels. Ms. Fiore conducted a feasibility analysis to determine the potential effectiveness and regulatory agency sentiment regarding construction of a biofiltration wetland along Soquel Creek intended to address the *coliform* issue. A wetland such as this had not previously been used on this scale. Ms. Fiore worked with the USFWS, NOAA Fisheries, USACE, the Coastal Commission, CDFG, State Lands Commission and the RWQCB to attain buy-in at the conceptual phase. All Agencies supported the concept of the project and the City of Capitola used the feasibility analysis to secure a Proposition 50 Water Quality Grant. Ms. Fiore provided CEQA services for the second phase and prepared a Mitigated Negative Declaration ensuring all potential effects were analyzed and consistency with the ESA (the creek provides steelhead and tidewater goby habitat and is adjacent to snowy plover Critical Habitat), the California Coastal Act, the CWA Act and California Fish and Game Code. The CEQA was certified in 2005. During the final phase, Ms. Fiore





secured permits from USASE, the USFWS, NOAA Fisheries, the Coastal Commission, CDFG and the RWQCB. The biofiltration wetland is scheduled for construction Winter 2007/2008.

### SANTA CRUZ COUNTY SANITARY SEWER TRANSMISSION LINE RELOCATION

**PROJECT MANAGER:**

Whitney Fiore

**PERIOD OF PERFORMANCE:**

June 2003 to August 2007

**KEY SERVICE AREAS**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>▶ CEQA Mitigated Negative Declaration</li> </ul> | <ul style="list-style-type: none"> <li>▶ Biological surveys</li> <li>▶ Cultural Resources</li> <li>▶ Water Quality</li> <li>▶ NEPA Natural Environmental Study</li> </ul> |
|---|---|

**ESSENTIA TEAM**
**MEMBERS:**

- ▶ Whitney Fiore

**CONTACT INFORMATION:**

Russ Ebberwein  
Harris and Associates  
120 Mason Circle  
Concord, CA 94520  
925.827.4900

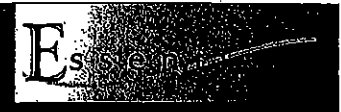
**PROJECT DESCRIPTION:**

While working for EDAW (formerly Sycamore Associates) from June 2003 to August 2007, Ms. Fiore worked with Harris Engineering and was Project Manager for the Santa Cruz County Sanitary Sewer District reconstruction of three miles of sewer pipeline in the City of Aptos. The sewer line traversed sensitive habitats for special-status species, roadways, a State Park and several hundred yards were buried under the sand on a popular State beach. At issue was the need to retire the several hundred feet buried on the beach. Ms. Fiore oversaw the preparation of a Natural Environmental Study necessary for NEPA compliance due to federal funding of the project and its potential State park effects and preparation of the Mitigated Negative Declaration. In order to achieve Coastal Act compliance and have it reflected in the CEQA document, Ms. Fiore determined that abandoning the pipeline buried on the beach would be the most expeditious way to secure a Coastal Development permit from the Coastal Commission.





**PORT OF LOS ANGELES CEQA/NEPA AND SPECIAL STUDIES**



**PROJECT MANAGER:**  
Dennis Crable

**PERIOD OF PERFORMANCE:**  
2003-2009

**KEY SERVICE AREAS**

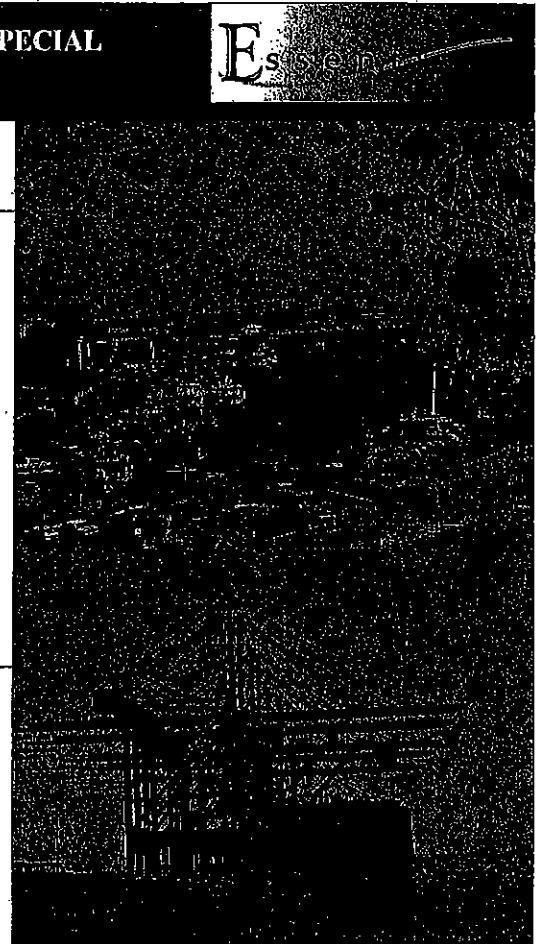
- |  |                                   |
|--|-----------------------------------|
| ▶ EIR/EIS  | ▶ CEQA/NEPA                       |
| ▶ State and Federal Regulatory compliance and Consistency Determinations | ▶ Aesthetics                      |
| ▶ Biological Resources   | ▶ HRA                             |
| ▶ Noise  | ▶ Transportation                  |
| ▶ Air  | ▶ Environmental Justice           |
| ▶ Cultural Resources   | ▶ Water Quality                   |
| ▶ Geology  | ▶ Risk of Upset                   |
|  | ▶ Hazards and Hazardous Materials |

**ESSENTIA TEAM MEMBERS:**

- ▶ Dennis Crable
- ▶ Whitney Fiore
- ▶ Greg Alexander
- ▶ Travis Stravasnik
- ▶ Lora Granovsky

**CONTACT INFORMATION:**

Lena Maun-Desantis  
CEQA Supervisor  
Port of Los Angeles  
425 S. Palos Verdes Street  
San Pedro, California 90731  
310-732-3950



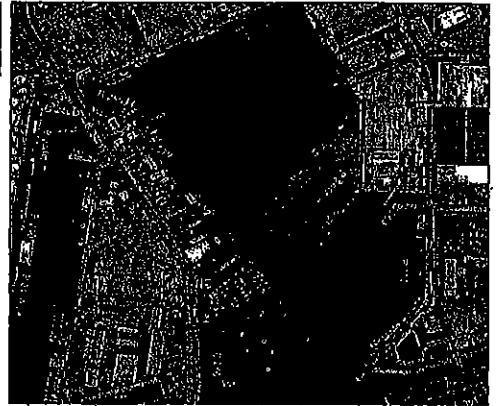
**PROJECT DESCRIPTION:**

Essentia Management Services (Essentia) is currently providing CEQA/NEPA and Special Studies support services under a Master Services Agreement with the Port of Los Angeles (POLA). Services include (as-needed) technical studies, such as aesthetics; air quality; noise impacts; transportation; biological; earth resources; and water quality and state and federal regulatory agency compliance and consistency determinations. Essentia personnel were also responsible for the preparation of various CEQA/NEPA compliance documents, including Negative Declarations, environmental assessments (EAs), EIR's and EIS's. Additional duties included resource agency coordination, permit preparation and processing, and overall mitigation monitoring and reporting.



**PAN-PACIFIC FISHERIES CANNERY BUILDINGS DEMOLITION  
PROJECT EIR**

In 2003 Essentia Management Services (Essentia) was selected by the POLA to prepare an EIR for the Pan-Pacific Fisheries Cannery Buildings Demolition Project to identify and evaluate the potential environmental impacts. Essentia prepared the report in compliance with CEQA addressing the environmental consequences of the project. The purpose of the EIR is to inform agencies and the



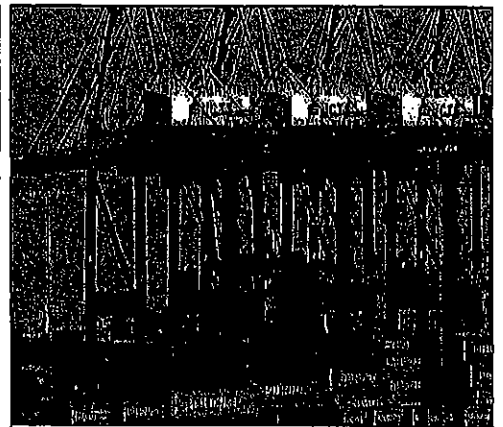
public of significant environmental effects associated with the proposed Project, to describe and evaluate reasonable alternatives to the Project, and to propose mitigation measures that would avoid or reduce the significant environmental effects of the proposed Project. The proposed Project involved removing equipment and machinery from the buildings; abating asbestos and lead-based paint as needed; demolishing and removing a 5,060 square foot (sq. ft.) partial two-floor concrete masonry unit and steel frame building with a built-up asphalt roof and mineralized cap sheet; removing foundations and footings; removing aboveground storage tanks (ASTs) (believed to have stored food products); filling cavities with soil, grading the site; paving the site with asphalt concrete and then securing the site with a chain link fence. All utilities and piping would also be removed, cut or capped. The Administrative Draft is currently being distributed for public comment and is scheduled to be final in August 2006.

**SOLUTIONS PROVIDED AND CLIENT BENEFITS**

- ▶ Having previously supported the Port at this site, the Essentia Team was able to quickly mobilize.
- ▶ Serving as the Harbor Association of Industry & Commerce's (HAIC) representative on the Port's Community Advisory Committee, Essentia's President – Edward Rogan – has been able to provide keen insight with regard to the communities' priorities and concerns.

**CONSULTING SERVICES ON BEHALF OF POLA TO THE U.S.  
ARMY CORPS OF ENGINEERS (USACE) FOR THE REVIEW AND  
EVALUATION OF THE BERTH 97-109 (CHINA SHIPPING)  
CONTAINER TERMINAL PROJECT EIR/EIS, SAN PEDRO, CA**

Essentia has been providing consulting services on behalf of POLA to support the USACE review and evaluation of the Berth 97-109 (China Shipping) Container Terminal Project Specific EIR/EIS that was required as part of an Amended Stipulated Judgment (ASJ) issued as a result of an earlier EIR/EIS prepared by another consultant that was deemed technically deficient by the courts. This support includes providing environmental and



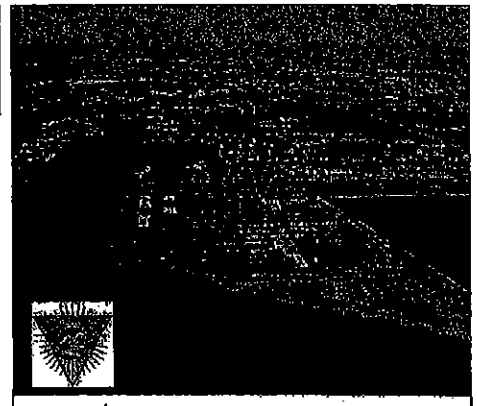
regulatory compliance consulting in the areas of CEQA and NEPA on an as-needed basis to the USACE as well as third-party environmental technical and peer review services on behalf of the USACE for the China Shipping project. These services have included support in the preparation of a Draft and Final EIR/EIS and any technical studies in support of the subject project and state and federal regulatory consistency determinations. Essentia has conducted several reviews of the EIS/EIR to ensure compliance with the requirements of CEQA/NEPA, the CWA, Marine Mammal Protection Act (MMPA), ESA, Magnuson-Stevens Act, NPDES, Coastal Zone Management Act (CZMA), California Coastal Act and California Fish and Game Code as well as conformance with the conditions contained in the ASJ and other relevant federal statutes and regulations, Essentia also attends meetings with local, state and federal regulatory agencies, and other interested parties as deemed necessary for the project.

Specifically, this project involves the construction of a new container terminal for the China Shipping Lines at Berths 97-109. Key elements of the proposed Project include new wharfs, dredging, backlands development (142 acres), improvements to the terminal entrance, bridges connecting Berths 97-109 with Berths 121-131, various roadway improvements, and the temporary relocation of the Catalina Express terminal to the south of the Vincent Thomas Bridge (at Berths 95 and 93D).

The proposed Project would be developed in three construction phases, with estimated completion dates of 2003, 2006, and 2009, respectively. Subsequently, optimization or full utilization of each phase would occur in 2005 (1 year after Phase I construction), 2015 (9 years after Phase II construction), and 2030 (22 years after Phase III construction), respectively. The proposed Project would operate at optimal capacity by 2030. When operating at optimal capacity, the improved Berth 97-109 Terminal could handle approximately 1,551,000 Twenty-Foot Equivalent Units (TEUs) per year, which represents an annual throughput of approximately 856,906 containers. To accommodate the annual throughput of 1,551,000 TEUs, 234 ship calls and associated tugboat operations would be required (two tugs are required each for ship docking and undocking, for a total of four tugs per call or 936 tugboat operations per year). In addition, a total of 3,720 daily truck trips and up to 950 annual round trip rail movements would be required. Essentia coordinates closely with the preparer of the joint NEPA/CEQA document to share applicable information generated as part of the NEPA appendix and the alternatives in the joint EIS/EIR

**CONSULTING SERVICES ON BEHALF OF POLA TO THE USACE FOR THE REVIEW AND EVALUATION OF THE PACIFIC ENERGY TERMINAL PROJECT EIR/EIS, SAN PEDRO, CALIFORNIA**

On behalf of POLA, Essentia has been providing consulting services to support USACE for the review and evaluation of the Pacific Energy Terminal Project EIR/EIS. This support included providing environmental compliance consulting in the areas of CEQA and NEPA on an as-needed basis to the USACE as well as third-party environmental technical and peer review services on behalf of the USACE for the



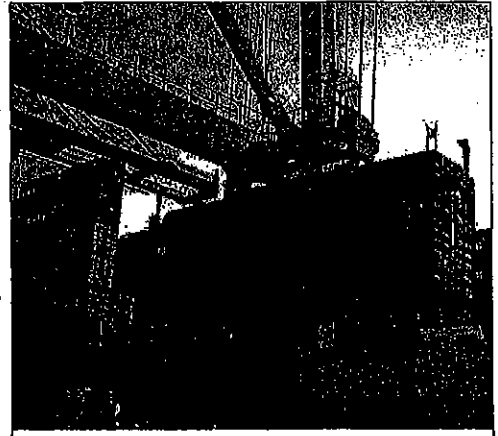
Pacific Energy project, ensuring conformance and consistency with state and federal regulations applicable to Port activities, in-water construction and biological resources. These services have included support in the preparation of a Draft and Final EIR/EIS and any technical studies in support of the subject project. Essentia has conducted several reviews of the EIS/EIR to ensure compliance with the requirements of NEPA/CEQA, the CWA, ESA, MMPA, Magnuson-Stevens Act, CZMA, NPDES, California Coastal Act and the California Fish and Game Code, an MOA for protection of a Least tern nesting site on Pier 400, other relevant federal statutes and regulations as well as attending meetings with local, state and federal regulatory agencies, and other interested parties as deemed necessary for the project.




Specifically, this project involves Pacific Energy Partners, L.P. (PE) proposes to develop a deep-water crude oil marine offloading facility at Berth 408 on Face C of Pier 400 (Marine Terminal); a tank farm containing two transfer tanks adjacent to the least tern nesting site, a surge tank, and a fuel tank on Face D of Pier 400 (Tank Farm Site 1); two related tank farms on Terminal Island in the POLA (Tank Farm Sites 2a and 2b); and pipelines that would connect the Marine Terminal to the tank farms and the tank farms to both the Exxon/Mobil Southwest Terminal on Terminal Island and the Ultramar/Valero Refinery located north of the Terminal Island Freeway and south of Anaheim Street.

**Consulting Services on behalf of POLA to the USACE for the review and evaluation of the TRAPAC Terminal Project EIR/EIS, San Pedro, California**

On behalf of POLA, Essentia has been providing consulting services to support the U.S. Army Corps of Engineers (USACE) for the review and evaluation of the TRAPAC Container Terminal Redevelopment Project EIS/EIR. This support included providing environmental compliance consulting in the areas of CEQA and NEPA on an as-needed basis to the USACE ensuring compliance and consistency with applicable state and federal regulations as well as third-party environmental technical and

peer review services on behalf of the USACE for the China Shipping project. These services have included support in the preparation of a Draft and Final EIR/EIS and any technical studies in support of the subject project. Essentia has conducted several reviews of the EIS/EIR to ensure compliance with the requirements of CEQA/NEPA, the CWA, ESA, MMPA, Magnuson-Stevens Act, NPDES, CZMA, California Coastal Act, California Fish and Game Code and other relevant federal statutes and regulations. In addition, Essentia supports the USACE by attending meetings with



		<p><b>PORT OF LONG BEACH CEQA/NEPA AND SPECIAL STUDIES</b></p>			
<p><b>PROJECT MANAGER:</b> Dennis Crable</p>		<p><b>PERIOD OF PERFORMANCE:</b> 2006-2008</p>			
<p><b>KEY SERVICE AREAS</b></p> <ul style="list-style-type: none"> <li>▶ EIR/EIS</li> <li>▶ Noise</li> <li>▶ Air</li> <li>▶ State and Federal Regulatory Compliance and Consistency</li> <li>▶ Biological Resources</li> </ul>		<ul style="list-style-type: none"> <li>▶ CEQA/NEPA</li> <li>▶ Aesthetics</li> <li>▶ HRA</li> <li>▶ Transportation</li> <li>▶ Environmental Justice</li> <li>▶ Water Quality</li> <li>▶ Risk of Upset</li> <li>▶ Cultural Resources</li> <li>▶ Geology</li> <li>▶ Hazards and Hazardous Materials</li> </ul>			
<p><b>ESSENTIA TEAM MEMBERS:</b></p> <ul style="list-style-type: none"> <li>▶ Dennis Crable</li> <li>▶ Whitney Fiore</li> <li>▶ Greg Alexander</li> <li>▶ Travis Stravasnik</li> <li>▶ Lora Granovsky</li> </ul>		<p><b>CONTACT INFORMATION:</b></p> <p>Rick Cameron Environmental Planning Manager Port of Long Beach 925 Harbor Plaza, P.O. Box 570 Long Beach, CA 90802 562-590-4156</p>			

**PROJECT DESCRIPTION:**

Essentia Management Services LLC (Essentia) is currently providing CEQA/NEPA and Special Studies support services under a Master Services Agreement with the Port of Long Beach (POLB). Services include on-call, as-needed technical studies, such as aesthetics; air quality; noise impacts; transportation; biological; earth resources; water quality; and state and federal regulatory compliance and consistency determinations. Essentia personnel will also be responsible for the preparation of various CEQA/NEPA compliance documents, including Negative Declarations, environmental assessments (EAs), environmental impact reports (EIRs), and environmental impact studies (EISs). Additional duties included resource agency coordination, permit preparation and processing, and overall mitigation monitoring and reporting.

**MITIGATED NEGATIVE DECLARATION – THUMS - LONG BEACH, CALIFORNIA**

Essentia was tasked to conduct a Mitigated Negative Declaration for a new Amine CO2 Removal Unit at one of the two onshore Texaco, Humble, Unocal, Mobil, Shell (THUMS) processing sites to remove CO2



from the produced gas stream, thus precluding the need to "flare" the gas. This project includes special studies and environmental analysis on air, noise, and transportation, to analyze potential impacts.

#### **NRG LONG BEACH GENERATING STATION**

##### **EMERGENCY REPOWERING PROJECT INITIAL STUDY/NEGATIVE DECLARATION**

Essentia was tasked to conduct an Initial Study/Negative Declaration for the NRG Long Beach Emergency re-powering project. The project consisted of the repowering of existing combustion turbine generators (CTG) Units 1 through 4 to create a nominal 65 megawatts (MWs) of new power generating capacity from each unit for a combined total of 260 MWs from the entire NRG facility. CTG Units 1 through 4 would continue to be exclusively natural gas-fired and would be fitted with Best Available Control Technology (BACT) to meet the existing air emission control requirements of the South Coast Air Quality Management District (SCAQMD). This Initial Study/Negative Declaration included special studies and environmental analysis on air, noise, and transportation to analyze potential impacts.

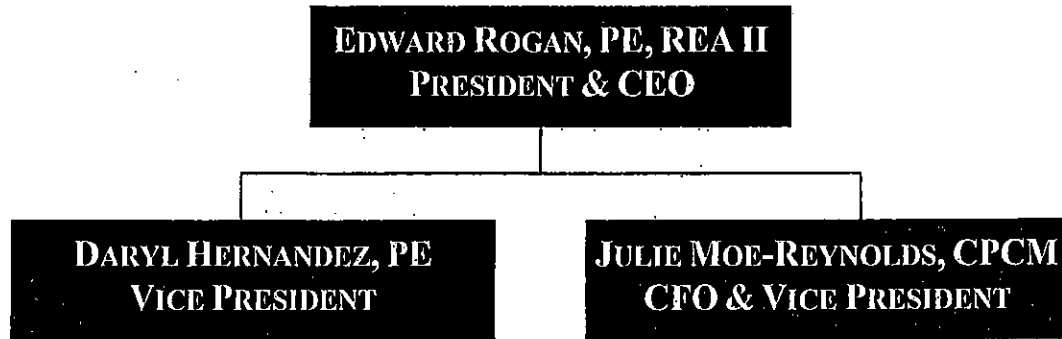
##### **MITIGATED NEGATIVE DECLARATION - TESORO REFINING - LONG BEACH, CALIFORNIA**

The Project consists of an Initial Study/Negative Declaration analyzing the potential impacts of a 20-year lease extension to the Tesoro Refining and Marketing Company (Tesoro) for the use of the Tesoro Long Beach Terminal (Terminal). The Terminal is located in Long Beach Harbor at the north end of the turning basin and at the east end of Cerritos Channel, and contains approximately 10.66 square acres, including an onshore tank farm and office facilities to support Terminal operations. The Terminal receives and transfers oil related products to the Tesoro Los Angeles Refinery, located approximately 2 miles inland in the community of Wilmington, California. The Project will include technical studies and environmental analysis of air quality and risk of upset.



**ESSENTIA ORGANIZATION**

Essentia is an LLC Organization with three managing members; Edward Rogan, PE, REAII (President), Daryl Hernandez, PE (Vice President San Diego Office), and Julie Moe-Reynolds, CPCM (Chief Financial Officer and Vice President Long Beach Office). Essentia was formed in March of 2002 and now has 23 employees and associates with an average experience of over 15 years.



**ESSENTIA FINANCIAL STATEMENTS**

Essentia has provided financial statements for the last fiscal year and through September of 2007 on the next pages.





**CREDIT REFERENCES**

Essentia has provided credit references on Form P-4 page three, previously listed herein.

**EVIDENCE OF INSURABILITY**

Essentia has the certificates on the following pages as evidence of insurability.

**WATERIDGE**  
INSURANCE SERVICES

10717 Serrano Valley Road / San Diego, California 92121 / License #0927781 / 858-452-2200 / 800-223-6756 / Fax 858-452-6004

October 19, 2007

Julie Mae Reynolds  
Essentia Management Services CFO  
8000 East Spring Street, Suite 720  
Long Beach, California 90815  
Via email

RE: County of Los Angeles  
Department of Beaches and Harbors  
Contract Insurance Terms

Dear Julie:

Attached are sample certificates that can be issued for an awarded contract.

Contract terms also require specific policy endorsements. Only the insurer, or a duly appointed representative for some program, can issue endorsements that change policy terms. Your insurers have previously issued endorsements for terms required in your other County of Los Angeles contracts. We expect the insurers to issue endorsements for the terms shown in attached certificates.


If the County of Los Angeles will require their proprietary forms, please transmit the form to me.

Essentia has no owned auto's for coverage. The certificate does state your non-owned & hired auto limits.

Insurers are required to have a Best ratings of A-VIII or better. Your work comp insurer, State Compensation Insurance Fund is not rated. County of Los Angeles recognizes the condition, and has previously accepted SCIF.

The contract requires occurrence limits for Professional Liability. Insurers, including yours, issue Professional Liability on a Claims Made form. This previously has not been an issue.

Let me know if you, or the County, require any changes.

Best regards,  
  
Nik Ellis



ACORD CERTIFICATE OF LIABILITY INSURANCE		OP. ID. JT B882NT2	DATE (MM/DD/YYYY) 10/19/07		
<b>PRODUCER</b> Westridge Insurance Services 10717 Serrano Valley Rd. San Diego CA 92121 Phone: 619-482-0200 Fax: 619-482-6004		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b> Beach Management Services 6000 S. Harbor Blvd. Suite 200 San Diego CA 92106		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Westchester Surplus Lines INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>		
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	G22061689003	06/07/07	06/07/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EX. CONTRACT) \$50,000 MED EXP (EX. CONTRACT) \$5,000 PERSONAL AND ADJ INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP. PROP. \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	G22061689003	06/07/07	06/07/08	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY PROPERTY DAMAGE
	<input type="checkbox"/> MARINA LIABILITY <input type="checkbox"/> ANY AUTO				
A	<input checked="" type="checkbox"/> UMBRELLA LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEFECTIBLE RETENTION \$	G22072560002	06/07/07	06/07/08	AUTO ONLY - EX. ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
	PROFESSIONAL AND EMPLOYERS' LIABILITY AND EMPLOYER PARTNER/EXECUTIVE OFFICER/BOARD EXCLUDED (List the under SPECIAL PROVISIONS AND OTHER)				
A	Professional	G22061689003	06/07/07	06/07/08	Per Claim \$1,000,000
A	Pollution	G22061689003	06/07/07	06/07/08	Per Cond. \$1,000,000
*EXCEPT 10 DAYS NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM. THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICT, ITS OFFICIALS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED FOR ALL ACTIVITIES ARISING FROM THIS CONTRACT, WITH RESPECTS TO GENERAL LIABILITY. CONTRACT WORD.					
<b>CERTIFICATE HOLDER</b> COUNTY OF LOS ANGELES DEPT OF BEACHES & HARBORS 13837 PIST WAY MALIBU DEL REY CA 90292			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPROVE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE [Signature]		

ACORD 25 (200608)

© ACORD CORPORATION 1988



Name of Insured Resolute Management Services, LLC				Endorsement Number	
Policy Number EPW	Policy Number 022051689 003	Policy Period 06/07/2007	TO	Effective Date of Endorsement 06/07/2008	
Issued by (Name of Insurance Company) Westchester Surplus Lines Insurance Company					

(Read the entire section. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS  
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE**

**SCHEDULE:**

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**SECTION II - WHO IS AN INSURED** is amended to include:

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

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

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

C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.



GERTHOLDER COPY



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-18-2007

GROUP:  
POLICY NUMBER: 1888188-2007  
CERTIFICATE ID: 107  
CERTIFICATE EXPIRES: 04-01-2008  
04-01-2007/04-01-2008

COUNTY OF LOS ANGELES  
TERRY FILLI MAY  
MARINA DEL REY CA 90292-8510

SD

JOB: CONTRACT #TBD

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 90 days advance written notice to the employer.

We will also give you 90 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

*James Murray*  
AUTHORIZED REPRESENTATIVE

*J. E. M. Murray*  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1801 - EDWARD ROSSAN MORMEMRE - EXCLUDED.

ENDORSEMENT #1801 - JULIE MJE REYNOLDS - EXCLUDED.

ENDORSEMENT #1801 - DARYL HERNANDEZ MORMEMRE - EXCLUDED.

ENDORSEMENT #2008 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-01-2008 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

ESSENTIA, LLC A HOLDING COMPANY  
8000 N SPRING ST STE 720  
LONG BEACH CA 90815

SD

(REV. 2-05)

[015.80]  
PRINTED : 10-18-2007



SECTION FIVE Additional Required Forms

Form P-5

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

Edward Rogan

On behalf of Proposer \_\_\_\_\_, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.
2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.
3. **Compliance with County Lobbyist Ordinances.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.
4. **Anti-discrimination.**

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GRÖW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GRÖW participants or shall attest to a willingness to consider GAIN/GRÖW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GRÖW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GRÖW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GRÖW participants for any future employment opening and to provide employed GAIN/GRÖW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

President & CEO

Edward Rogan, PE, REA II

Title

Signature

*Edward J. Rogan*

Name

Date

10/23/07



Form P-6

County of Los Angeles – Community Business Enterprise Program (CBE)



**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: Essentia Management Services LLC

- I AM NOT  A Local SBB certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.
- I AM  As an eligible Local SBB, I request this proposal/bid be considered for the Local SBB Preference.
- My County (WebVan) Vendor Number: 13414901

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:  Sole Proprietorship  Partnership  Corporation  Non-Profit  Franchise  
 Other (Please Specify) Limited Liability Company

Total Number of Employees (Including owners): 17 full time, 5 part time

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

	Male	Female	Male	Female	Male	Female
Black/African American			1			
Hispanic/Latino	1		4	2		
Asian or Pacific Islander						
American Indian						
Philipino						
White	1	1	5	3	2	3

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Philipino	White
Men	4.4 %	21.73 %	%	%	%	31.78 %
Women	%	8.6 %	%	%	%	30.43 %

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, woman, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)


**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <b>Julie Moe-Reynolds</b>	Authorized Signature <i>Julie Moe-Reynolds</i>	Title <b>CFO</b>	Date <b>10/23/07</b>
--	---	---------------------	-------------------------



Form P-7

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:	Essentia Management Services, LLC		
Company Address:	5000 East Spring Street, Suite 720		
City:	Long Beach	State:	CA Zip Code: 90815
Telephone Number:	562.740.1060		
Solicitation For (Type of Services):	Consulting Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

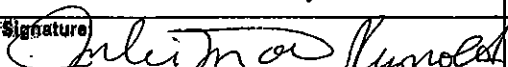
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Julie Moe-Reynolds	Title:	CFO
Signature:		Date:	October 22, 2007



**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR CONSULTING SERVICES RELATING TO PROJECTS BEFORE THE  
CALIFORNIA COASTAL COMMISSION  
CULBERTSON, ADAMS AND ASSOCIATES, INC.**

**PART ONE – GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties.** This Contract is entered into by and between the County of Los Angeles (the "County") and Culbertson, Adams and Associates, Inc. (the "Contractor").

**1.1.2 Recitals.** The Contract is intended to integrate within one document the terms for the Coastal Commission consulting work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-7, and P-8 submitted with the Contractor's Proposal.

**1.1.3 Effective Date.** The effective date of this Contract shall be the later of January 11, 2008 or the date of Board approval.

**1.1.4 Contract Provisions.** The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

**1.1.5 Work to be Performed.** Contractor shall perform the work set forth in Part 2.

**1.1.6 Rescission.** The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

**1.1.7 Supplemental Documents.** Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

**1.2 INTERPRETATION OF CONTRACT**

**1.2.1 Headings.** The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

**1.2.2 Definitions.** The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

*Asset Management Strategy.* The Marina del Rey redevelopment plan approved by the Board on April 15, 1997.

*Board, Board of Supervisors.* The Board of Supervisors of Los Angeles County.

*Commission.* The California Coastal Commission.

*Chief Deputy.* The Chief Deputy of the Department.

*Contract.* An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.



**Contract Administrator ("CA").** The Chief, Planning Division or a designated representative.

**Contractor(s).** The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

**Contract Period.** The period commencing on the effective date of the Contract and expiring on June 30, 2011, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

**County.** The County of Los Angeles.

**County Counsel.** The Los Angeles County Counsel.

**Department.** The Los Angeles County Department of Beaches and Harbors.

**Director.** The Director of the Department.

**Offer to Perform/Price Proposal.** Form P-1 of the Contract.

**Performance Standard.** The essential terms and conditions for the performance of the Contract work as defined in the Contract.

**Proposer.** Any person or entity authorized to conduct business in California who submits a Proposal.

**Request for Proposals (RFP).** The solicitation to this Contract issued October 3, 2007.

**Subcontractor.** A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

**Work Order.** An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks. See Exhibit 1.

### **1.3 CONTRACT TERM**

**1.3.1 Initial Term.** The initial Contract term shall commence on the later of January 11, 2008 or the date of approval of the Contract by the Board of Supervisors and expire on June 30, 2011.

**1.3.2 Two One-Year Extension Options.** If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year.

**1.3.3 Extension to Complete Work Order.** The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

**1.3.4 Survival of Obligations.** Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

### **1.4 COMPENSATION**

**1.4.1 Contract Sum.** The net amount the County shall expend from its own funds during any Contract year for consulting services among all Contractors shall not exceed \$250,000. The Contractor understands and agrees that the County may engage other such contractors and that the County's obligations and payments to these contractors may in a given Contract Year reduce the portion of the Contract Sum of \$250,000 that may be available to the Contractor. In addition, the County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for consulting services may exceed the aforementioned \$250,000 to the extent that a lessee or other third party is obligated to reimburse the County for consultant services rendered by the Contractor.

**1.4.2 Increase of Contract Sum by Director.** Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$250,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.1 unless it is again expressly increased by the Director pursuant to this Section 1.4.2.

**1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates.** Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. The Work Order shall state the maximum amount payable for the specified work. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

**1.4.4 No Increase in Hourly Rate(s) of Compensation.** No increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

**1.4.5 Increase in Maximum Compensation Under Work Order.** The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other causes to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

**1.4.6 Extension of Time to Complete Work Order.** Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

#### **1.4.7 Contractor's Invoice Procedures.**

**1.4.7.1** The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

**1.4.7.2** If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the invoice shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

**1.4.7.3** Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

**1.4.7.4** Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR CONSULTING SERVICES RELATING TO PROJECTS BEFORE THE  
CALIFORNIA COASTAL COMMISSION**

**PART TWO – STATEMENT OF WORK**

**2.1 GENERAL REQUIREMENTS**

**2.1.1 Contractor's Work Plan.** Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

**2.1.2 Contractor Expenses.** The Contractor shall, at its own expense, provide all materials and equipment necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the Department shall provide any necessary materials and equipment.

**2.1.3 Contractor's Office.** The Contractor shall maintain an address at which its officers or owners may be contacted by mail or telephone.

**2.1.4 Communication with Department.** The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

**2.1.5 Personal Services of Designated Persons Required.** In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the

Contract Administrator's approval, which shall not be unreasonably withheld.

**2.1.6 Contractor to Make Monthly Reports.** The Contractor shall report to the CA on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

**2.1.7 Contractor to Prepare Final Project Report.** When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

**2.2 PERSONNEL**

**2.2.1 Contractor's Representative (CR).** The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

**2.2.2 County Contract Administrator (CA).**

**2.2.2.1** The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.

**2.2.2.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.2.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

### 2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Refine and implement strategies for conveying factual information to the Coastal Commission staff and the Commissioners that will ensure fully informed recommendations and action on the Department's permit applications;
- Prepare a work plan and implement the plan with Department staff and the Department of Regional Planning staff in advocating the County's position in response to Commission staff and Commissioners in the formulations of the Periodic Review of the Marina del Rey Local Coastal Program;
- Prepare Local Coastal Program amendments;
- Assist in the preparation of environmental documents and provide consultant services on environmental issues pertaining to the beach and marina;
- Present information and advocate the Department's position to the Commission and its staff and Commissioners verbally and in writing, when required by the Department or the Department of Regional Planning;
- Identify and serve as an advocate on all beach and marina issues, development projects and other matters concerning the Department;
- Render additional advice the Department may require in connection with its plan and permit applications;

- Appear at such times and places as the County may require to provide consulting services, upon reasonable notice;
- Provide monthly reports of meetings and other contacts that document advocacy efforts, detailing communications with Commissioners and staff, and making recommendations on follow-up activities; and
- Perform other duties as required by the Director or his designee.

### 2.4 PERFORMANCE STANDARDS

**2.4.1 Purpose of Standards.** The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

**2.4.2 Performance Evaluation.** The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

**2.4.3 Contractor's Quality Control Plan.** The Contractor shall comply with Contractor's Quality Control Plan (included in Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

**2.4.4 Applicable Professional Standards to be Followed.** The Contractor and its professional staff shall exercise independent judgment and complete each assignment in

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**PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS**

**3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS**

**3.1.1** The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

**3.1.2** In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

**3.2 NONDISCRIMINATION IN EMPLOYMENT**

**3.2.1** The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**3.2.2** The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

**3.2.3** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

**3.2.4** The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

**3.2.5** If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

**3.2.6** The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

**3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.** The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

### **3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**3.4.1** The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

**3.4.2** The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

**3.4.3** The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

**3.5 GOVERNING LAW.** The Contract shall be construed in accordance with and governed by the laws of the State of California.

### **3.6 COVENANT AGAINST CONTINGENT FEES**

**3.6.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

**3.6.2** The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

### **3.7 TERMINATION FOR IMPROPER CONSIDERATION**

**3.7.1** The County may, by written notice to the Contractor, immediately terminate the right of

the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**3.7.2** Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

**3.7.3** The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

**3.8 INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

### **3.9 INSURANCE**

**3.9.1 General Insurance Requirements.** Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

**3.9.2 Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**3.9.3 Insurer Financial Rating.** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

**3.9.4 Failure to Maintain Coverage.** Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately

terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**3.9.5 Notification of Incidents, Claims or Suits.** Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

**3.9.6 Compensation for County Costs.** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

**3.9.7 Insurance Coverage Requirements for Subcontractors.** Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**3.9.8 Insurance Coverage Requirements.** The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

**3.9.8.1 General liability insurance** (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations  
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

**3.9.8.2 Automobile liability insurance** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**3.9.8.3 Workers' Compensation and Employers' Liability insurance** providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

**3.9.8.4 Professional Liability.** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

### **3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR**

**3.10.1** Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

**3.10.2** Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

**3.10.3** Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

### **3.11 RECORD RETENTION AND INSPECTION**

**3.11.1** The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

**3.11.2** If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

### **3.12 AUDIT SETTLEMENT**

**3.12.1** If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited



to the County against any future Contract payments.

**3.12.1.1** If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

**3.13 VALIDITY.** The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

**3.14 WAIVER.** No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

**3.15 DISCLOSURE OF INFORMATION**

**3.15.1** The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

**3.15.2** However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

**3.16 COUNTY'S REMEDIES FOR DEFAULT**

**3.16.1** If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

**3.16.2** Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

**3.16.3** If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

**3.16.4** In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

**3.16.5** Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control

and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

**3.16.6** If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

**3.16.7** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### **3.17 DEFAULT FOR INSOLVENCY**

**3.17.1** Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

**3.17.2** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

### **3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY**

**3.18.1** The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

**3.18.2** County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

**3.18.3** The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

**3.18.4** The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

**3.19 NOTICE OF DELAY.** Except as otherwise provided, when either party knows of any fact that will prevent timely performance of

the Contract, that party shall give notice, including all relevant information, to the other party within five days.

**3.20 NOTIFICATION.** Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

### **3.21 CONFLICT OF INTEREST**

**3.21.1** The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

**3.21.2** The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contractor's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

**3.21.3** The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

### **3.22 DELEGATION AND ASSIGNMENT**

**3.22.1** The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.22.2** Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

### **3.23 SUBCONTRACTING**

**3.23.1** Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.23.2** The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

**3.23.3** In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

**3.23.4** In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

**3.23.5** Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

**3.23.6** Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

### **3.24 CHANGES AND AMENDMENTS**

**3.24.1** Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

**3.24.2** A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

**3.24.3** The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

**3.25 PROPRIETARY RIGHTS.** All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

**3.26 TIME.** Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all

terms and conditions of the Contract with respect to such performance shall be construed.

**3.27 AUTHORIZATION.** The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

### **3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS**

**3.28.1** The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

**3.28.2** Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

### **3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

### **3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater

Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

### **3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program.** Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program.** Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

**3.31.3 Voluntary Posting of "Delinquent Parents" Poster.** Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

### **3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

**3.32.1** The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-8, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

### **3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**3.33.1** A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

**3.33.2** The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

~~CAA Planning~~

Culbertson, Adams and Associates

By Sharon L. Schaffner

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

SACHI A. HAMA  
Executive Officer-Clerk of  
the Board of Supervisor

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By Raymond G. Fortner, Jr.  
Deputy

COASTAL COMMISSION CONSULTANT  
DEPARTMENT OF BEACHES AND HARBORS  
WORK ORDER

Date: \_\_\_\_\_ Contractor: \_\_\_\_\_

Project Description/ Scope of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Maximum Amount Payable: \$ \_\_\_\_\_

Work Order Issued/Date
Contractor/Process/Description of Work/Location
Work order cancelled/verified/approved by Admin/Division/
Number of projects issued
Reimbursable Work: <input type="checkbox"/> Yes (If yes, explain below) <input type="checkbox"/> No

**Acceptance.** Contractor's signature on this document constitutes acceptance of an agreement with the County of Los Angeles to perform the work described in this Work Order under the terms and conditions of this Work Order as well as each of the terms and conditions of the Contract, which is incorporated in full in this Work Order by this reference.

**Compensation.** Compensation shall be paid at the Contractor's hourly rates provided in the Contract, subject to all of its terms and conditions, subject to the further condition that the total compensation payable to the Contractor for the work specified in this Work Order shall not exceed the Maximum Compensation above.

\_\_\_\_\_  
Contract Representative (CONTRACTOR)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Administrator (DBH)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director or Chief Deputy (DBH)

\_\_\_\_\_  
Date

Department of the Treasury  
Internal Revenue Service  
Notice 1015  
(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers cannot claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

**Which Employees Must I Notify About the EIC?** You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?** You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

**How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.



**PERFORMANCE REQUIREMENT SUMMARY CHART**

**Key to Performance Requirement Summary Chart:**  
 Column 1: Contract section reference;  
 Column 2: Contract service for which performance standard is provided;  
 Column 3: Description of the performance required to satisfy the Contract;  
 Column 4: How the Contractor's performance may be monitored by the CA;  
 Column 5: Description of inadequate performance triggering obligation to pay liquidated damages; and  
 Column 6: The amount of liquidated damages that may be assessed per Discrepancy Report.

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5 DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
1.4.3	Work Order Procedures	Contractor follows work order procedures, obtains all required signatures on the required Work Order before commencing work,	Observation, reports and review of records	Any failure to comply with terms of the Work Order.	\$100
1.4.7	Invoice Procedures	Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice. Invoices shall identify the Contract number and shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, etc.	Observation	Any failure to submit invoices as specified in the Contract language.	\$100
2.1.3	Office	Contractor maintains office at which officers or owners may be contacted by mail or telephone.	Observation	Any failure to maintain office or telephone service	\$100
2.1.4	Communications	Calls of County agents, employees and contractors are returned as specified	Observation	Failure to return an urgent call ASAP or a non-urgent call by the next County business day	\$50
2.2.1	Contract Representative	Contractor's Representative available during County work hours; Substitute Representative always available when Contract Representative is absent.	Observation, reports and complaints	Failure to assign or make available CR or supervisor	\$100

**PERFORMANCE REQUIREMENT SUMMARY CHART**

1 SEC. #	2 SERVICE	3 PERFORMANCE STANDARD	4 MONITORING	5. DEFICIENCY SUBJECT TO DAMAGES	6 DAMAGES
3.9	Insurance	Contractor maintains all required insurance coverages with required liability limits naming County as additional insured and allows no lapse in coverage. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.	Review of insurance certificate or policy	Any failure to carry coverage in required amounts, lapse in coverage or failure to name County as additional insured	\$100

**no shame**  
**no blame**  
**no names**

now there's a way  
to safely send  
your baby



**What is the Safely Surrendered Baby Law?**

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

**Does a parent have to tell anything to the people taking the baby?**

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**What if a parent wants the baby back?**

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**The Eighteenth Safely Surrendered Baby in California**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

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**Every baby deserves a chance for a healthy life.  
If you or someone you know is considering  
giving up a child, learn about your options.**

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**Los Angeles County**

**Safely  
Surrendered  
Baby  
Hotline**

**(877) BABY SAFE**



**Toll Free (877) 2-22-97/23**

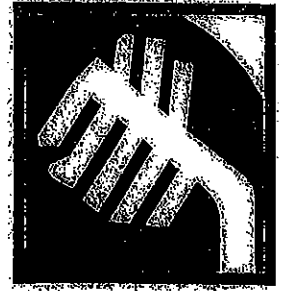
call for information on how  
to safely surrender a  
baby in Southern California  
safely surrendered baby  
hotline provided by  
Department of Social Services  
Referrals provided for other  
support services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.  
INFO LINE of Los Angeles is an ATRIS accredited agency.

Calls from the media should be directed to Thelma Boll or Michele Yoder at (626) 350-1841.



**Marina Del Rey  
Local Coastal Program**

*Proposal*

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**Consulting Services  
Relating to Projects Before  
The California Coastal Commission**

***Submitted to:***

Contracts Section/Ms. Debra Pritchett  
California Coastal Commission Consultant RFP  
Department of Beaches and Harbors  
13837 Fiji Way  
Marina del Rey, CA 90292

***Submitted by:***

CAA Planning  
85 Argonaut, Suite 220  
Aliso Viejo, California 92656  
949-581-2888



## Introduction and Statement of Experience and Qualifications

### A. Introduction

CAA Planning (formerly Culbertson, Adams & Associates, Inc.) is pleased to present this proposal to provide consulting services before the California Coastal Commission. We trust Los Angeles County, Department of Beaches and Harbors will find this information of interest.

### B. Experience with Coastal Act and Coastal Commission Matters

CAA Planning *specializes* in the application of Coastal Act statutory and policy considerations. M. Andriette Culbertson, Esq., a co-founder of CAA, is intimately familiar with all Coastal Act case law, prior Commission interpretations, Coastal Act procedures (both processing and hearing), and the generation of the type of evidence that is necessary for a successful Coastal Commission resolution. Ms. Culbertson has been successful in negotiating major changes in the conditions of approval for a project, and in all cases strives to produce a staff recommendation for approval with conditions that can be accepted by the applicant. Where this is not possible, Ms. Culbertson has successfully advocated the applicant's position.

M. Andriette Culbertson has been the County's Coastal Commission advocate for the past 6+ years. She left CAA Planning effective December 31, 2006 and no longer owns the company. However, for the convenience of the County and continuity, CAA Planning is subcontracting with Ms. Culbertson.

In 25+ years, Ms. Culbertson has never failed to secure a Coastal Commission approval – in many cases unanimous – where CAA was the Coastal Act technical representative and in charge of Coastal Commission liaison. CAA has been known for over 25+ years as a resolution and consensus builder with the Coastal Commission staff.

The founders of CAA (C. David Culbertson and M. Andriette (Andi) Culbertson) have had continuous experience with the Coastal Act and the Coastal Commission since 1977. The work of the Culbertsons has ranged from Local Coastal Programs for the City of Irvine and the County of Orange, to approval of some of the largest and most controversial coastal development permit matters in Coastal Commission history, including but not limited to the Hemmeter Corporation 1,126-room Monarch Beach Resort, Soka University of America Expansion in Calabasas, the Newport Coast, the Dana Point Monarch Beach Hotel, and Mandalay Bay in Oxnard. Ms. Culbertson is also an attorney specializing in land use, environmental, and coastal matters and has represented the County of Los Angeles for the past 6+ years.



CAA has no known conflicts of interest with respect to public agencies or tenants within Marina del Rey. However, the County has not yet disclosed all of the interests in Marina del Rey, and therefore, this absence of conflict is based on CAA's best efforts to review and identify its own client list to ascertain whether conflicts may exist.

CAA makes no warranties, express or implied, as to the outcome or timing of any Coastal Commission matter undertaken. CAA will use best efforts and superior professional judgment in advocating the County's project, if selected.

Having introduced our firm and Ms. Culbertson, we proceed to the remaining required components of the proposal as called for by the County of Los Angeles.



COASTAL COMMISSION CONSULTING SERVICES  
**Offer to Perform / Price Proposal**

Contractor Name CAA Planning (formerly Culbertson, Adams & Assoc. Inc.)  
 Address 85 Argonaut, Suite 220  
Aliso Viejo, CA 92656-4105  
 Phone 949-581-2888 Fax 949-581-3599

To: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide as-needed Coastal Commission consulting services, to be performed from date of Board approval to June 30, 2011, and at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2 of this Form P-1, subject to the limitations provided in the Contract.

The offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n):  individual  corporation  partnership or joint venture  
 limited liability corporation  other:

State of organization: California Principal place of business: Aliso Viejo

Authorized agent for service of process in California:

Name Shawna L. Schaffner Address 85 Argonaut, Ste. 220, Aliso Viejo, CA 92656 Phone: 949-581-2888

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Agreement:

Shawna L. Schaffner CEO 949-581-2888

Name	Title	Phone	Name	Title	Phone
Dated: <u>10/22/07</u>	Proposer's signature: <u><i>Shawna L. Schaffner</i></u>		<u>Shawna L. Schaffner</u>	<u>CEO</u>	<u>(949) 581-2888</u>
			Name	Title	Phone

**PRICE PROPOSAL**

This chart will be used for a variety of purposes as follows:

- ❖ The price proposal will be used for assignment of Work Order and Billing (invoice) purposes. Because the County may require increases or decreases in services during the term of the Contract, the annual compensation may vary from contract year to year. Consulting services will be compensated at the quoted hourly rates.
  - o No minimum hourly requirement is given for the position of Contractor Representative (See Contract section 2.2.1, Contractor's Representative); but the cost for providing these services should be factored into the contractor's hourly rate for each service.
- ❖ The first column represents the service the proposer may provide to perform the duties stipulated in the Statement of Work.
- ❖ The next column, "Proposed Hourly Price (Cost to the County)" will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected compensation for providing the services. This will also be used for increased or reduced services in those instances warranting a change in a Work Order when extra work is authorized by the Director. There will be no overtime rate paid for this contract service.

**PRICE PROPOSAL**

The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, permit fees, risk items or any other expenses to provide this service should be reflected in the quoted hourly price identified below. Please use additional sheets, as required.

SERVICE	PROPOSED HOURLY PRICE (COST TO COUNTY)
Principal Planning Consultant. M. Andriette Culbertson *	Three hundred dollars \$ 300.00
Senior Project Manager.	\$
Senior Planner	\$
Other:	\$
1. *M. Andriette Culbertson has been the County's Costal Commission advocate for the past 6+ years. Ms. Culbertson left CAA Planning effective Dec. 31, 2007 and no longer owns the company. However, for the convenience of the County and continuity, CAA Planning is subcontracting with M. Andriette Culbertson.	\$
2.	\$
3.	\$
4.	\$
5.	\$

### Work Plan

1. STAFFING PLAN. Provide the requested information about consultant, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Classification/ Job Title	Responsibilities

2. Identify Partners/Subconsultants

Principal	Firm name	Relationship to Proposer	Specialty	Address	Phone
M. Andriette Culbertson	M. Andriette Culbertson Attorney at Law	Subcontractor	Coastal strategy	85 Argonaut, Ste. 220 Aliso Viejo, CA 92656	949-702-3298

3. LICENSES: List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
M. Andriette Culbertson	State Bar	129108

4. STATEMENT OF APPROACH TO THE SCOPE OF WORK

*[see attached, pages 8-11]*

5. ADDITIONAL INFORMATION (Attach pages if necessary):

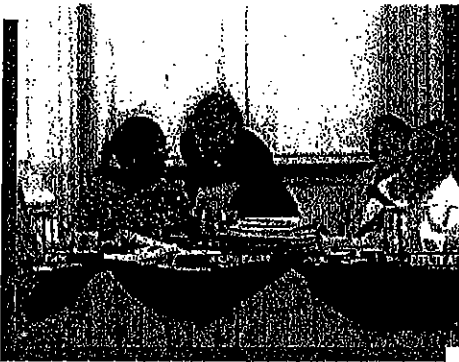
Form P-2  
Section 4

4. Statement of Approach to the Scope of Work

4.1 Suitability of Proposer's Capabilities

As former governmental agency employees and specialists in Coastal Commission matters for over 25 years, Ms. Culbertson is uniquely qualified and positioned to achieve the client's goals.

Few companies or persons combine the Coastal Act substantive and procedural expertise, the legal dimension, and confident advocacy all under one roof. We also are known for our effective and respectful treatment of California Coastal Commission (CCC) staff – a company commitment. Our firm avoids polarization, focuses on productive and well-reasoned dialogue, is mindful of the schedule and workload constraints of the CCC staff, and adjusts our submittals accordingly. The impressive list of references included in this chapter is testament not only to our skill, but to our ability to “get the job done” and *still* have an effective and cordial relationship on the next project.



Having a good relationship with CCC staff and the Commission is more than just knowing them by name. The CCC staff is very accessible, and establishing rapport is not difficult. What distinguishes us from others, we believe, is our *knowledge* of the Coastal Act, Commission procedures, and pertinent case law. This knowledge allows us to frame the project – or suggest changes to the project – that will provide the best chance for CCC staff support and recommendation for approval with conditions the client can accept. We provide a frame of reference, and that alone establishes a strong foundation for further discussion.

The knowledge of the legal and technical aspects of the Coastal Act is also an indispensable prerequisite to an effective advocacy. Without *knowing* that a project's consistency with the Coastal Act is above reproach (whether concurred by staff or not), one cannot *effectively* advocate the project and illustrate the sometimes small but important distinctions in policy. First and foremost, our approach focuses on first being “right” with respect to the Coastal Act. We simply will not represent a project that is not consistent with the Coastal Act.

4.2 Legal and ethical constraints on Proposer and how compliance will be assured

CAA and Ms. Culbertson are widely known for maintaining the highest ethical standards. CAA has not – *and will not* – undertake any effort or represent any client where the same commitment is not in evidence.

Our “constraint,” if it can be called that, is simple – INTEGRITY. Compliance with this overarching company attribute is through supervision.

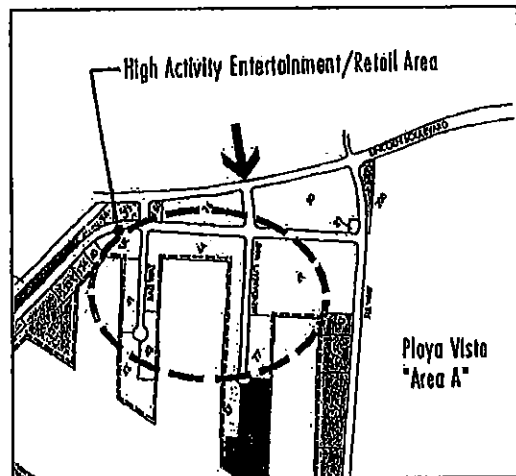
### 4.3 Benefits of approach to be taken

The County has expressed a desire to process as many as 31 projects to the Coastal Commission without a comprehensive amendment to the LCP/LUP. CAA will respect this position. However, consistent with our company philosophy of absolute honesty with clients, we wish to point out why we believe such an approach may not be in the County's best interests.

Through prior projects and appeals, the County has been criticized by the CCC for adopting a "piecemeal" approach.

- Lawsuits have been filed against the CCC itself, partially on this basis (*Coalition to Save the Marina, Inc. v. California Coastal Commission*).
- In its February 2001 consideration of the periodic review of LCPs, the CCC identified the Marina del Rey LCP as being one of the highest priority for reconsideration and amendment.
- The imminent processing of many major projects demands coordination.

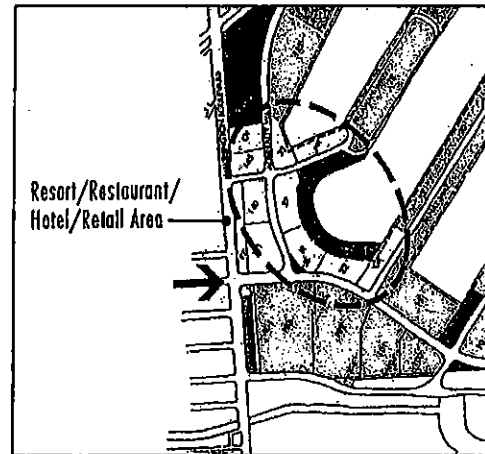
We have found that early communication with upper management at the CCC – including, most importantly, the Executive Director and the Deputy Director – is a highly reliable means of arriving at an accommodation of both the client's and the CCC's interests. It has been our experience that identifying project needs to upper management at the CCC assists in fashioning an approach that works for *both* sides. Many times, applicants overlook the fact that strategic structuring of projects can actually assist the CCC staff to meet their objectives as well, often without any material disadvantages to the applicant's or the client's objectives.



Ms. Culbertson has successfully negotiated, on behalf of the County, major areas of agreement in connection with the periodic review and the cease and desist order regarding tree pruning, taking these issues from areas of conflict to areas of agreement.

CAA recommends that Los Angeles County consider "batches" of projects for processing through the Commission, as multiple amendments for as many as 31 projects will probably force the Commission to call for a comprehensive amendment to the LCP.

Marina del Rey presents an excellent opportunity to move forward on a significant revitalization effort that has the capacity of securing many Coastal Act advantages as well as advantages to the County. In order to avoid congesting the Coastal Commission system, it is recommended that meetings with CAA continue to focus on “batching” priority projects, drawing on the symbiotic relationship between benefit and opportunities for these projects in terms of the Coastal Act. This will avoid the danger of having a single focused amendment where other interests of the California Coastal Commission cannot be adequately resolved, and the Coastal Commission becomes resistant to moving ahead at all without a comprehensive five-year review.



The budget for the undertaking is challenging. The ability to achieve the budget objectives will depend on the following factors:

1. **Setting** project priorities.
2. **Batching** projects.
3. **Early setting** of a revitalization agenda and schedule, and the concurrence of California Coastal Commission.
4. Establishing a “**Cabinet**” of appropriate County and consultant personnel as elaborated upon later in this proposal for the purpose of setting major direction and decision making.
5. To the extent property owners are involved, regulating them by the County in such a manner to **minimize multiple meetings** with the consultant team.
6. Firmly **establishing consultant relationships** between property owners and the County, especially which group is the lead. Many times, a project can be severely damaged by sending too many people in to the Coastal Commission for negotiations.
7. **Communicating** effectively between consultants for property owners and the County and its consultants, and not duplicating or conflicting with efforts of the County. Typically, this requires identifying who will be the lead applicant. In the case of an LCP amendment, this would be the County. However, it may be possible to avoid LCP amendments in some cases, depending on the scope of the project, and in that case the property owner and County as co-applicant would need to decide on a lead party.

The success of an approach, in part, depends on the client's ability to choose quickly among options presented and remain adaptable and responsive to opportunities for compromise. A staff recommendation for approval is not necessarily an indispensable component, but is an obstacle that is best to avoid if possible. We believe that productive dialogue with the Coastal Commission staff – led by our firm – can reveal bases for agreement early and provide the best opportunity for staff support and recommendation for approval.

Neither the RFP nor the presentation at the mandatory pre-proposal meeting detailed the specifics of projects to be proposed. It is therefore not possible to describe a particularized approach to those projects. However, it can be said that many times there are opportunities to “balance” one or more Coastal Act policies against another Coastal Act policy. For example, achievement of visitor-serving and public access policies may offset an impact on wetlands policies. The extent to which this balancing strategy can be used depends on how the projects are combined, or “batched.” Ideally, it can readily be seen that many issues that might ordinarily arise may be resolved through effective coordination of Coastal Act policies.

As the population of California grows, it is imperative that resources at the coast maximize opportunities under the Coastal Act. We believe that the Asset Management Strategy is certainly capable of this goal. It only remains for the story to be properly told.

Areas not included within the Scope and Approach are community outreach/public relations, CEQA/NEPA compliance, specialized scientific studies, including but not limited to biology, hydrology, water quality, traffic, and other similar areas. CAA is adept at selecting and managing subconsultants for such studies, however, and could undertake such efforts on the County's behalf at additional cost.

#### **4.4 Value to be provided to the Department**

The principal value of CAA to the Department is an informed guide and advisor in obtaining Coastal Commission approvals. Our broad-based experience with these Chapter 3 policies of the Coastal Act, our skills in negotiation and finding common ground, and our competence as professionals make us an ideal representative of the Department.

At the pre-proposal meeting of October 17, 2007, County staff inferred that the current coastal consultant, M. Andriette Culbertson, may be overburdened and relied upon too heavily with work for the County, and that more than one consultant company may be necessary to relieve such work load. Ms. Culbertson was not consulted in advance on this topic and does not hold the view that there is too much work for one consultant to administer. In fact, Ms. Culbertson has taken a leading role in assuring the prompt resolution of issues, steady progress on projects, and coordination of Department and lessee consultant resources to the best advantage of the project overall. Ms. Culbertson does not believe that another consultant in Marina del Rey is necessary or advisable from a coastal advocacy viewpoint. If the County does wish to retain a second consultant in Marina del Rey, Ms. Culbertson reserves the right to withdraw this proposal entirely.



## Quality Control Plan

1. Who will review documents prepared by your office?

All work performed on behalf of the Department will be reviewed by M. Andriette Culbertson. Ms. Culbertson has been the principal consultant for the Department for the past 6+ years and is uniquely versed in the matters before the Department, as well as the needs of work and work product prepared for the Department.

2. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

In the unlikely event any deficiency is discovered and reported by the Department or via internal review, an immediate plan of action will be detailed to correct such deficiency with any such correction to be made as soon as practical. The Department will be consulted with in this regard such that Department goals and/or schedules are maintained to the maximum extent feasible.

3. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

As indicated above, such correction will be made as soon as practical, if not immediate, and in close coordination with Department staff and Department schedules and goals.

4. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

Ms. Culbertson reviews all work products.

### Business and Financial Summary

- List all the governmental agencies and private organizations for which your firm has performed consulting services during the last five years. (At least 5 years' experience in the field must be demonstrated.) Failure to list all of your firm's experience with government agencies and private institutions during the last five years may result in rejection of your proposal.

**Government Agencies:**

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Phone Number	Description of Services
2001	present	L.A. Co. Department of Beaches & Harbors	13837 Fiji Way Marina del Rey, CA 90292	Stan Wisniewski	310-305-9522	Coastal Commission advocacy
2001	present	County of Ventura	3900 Pelican Way Oxnard, CA 93035-4367	Lyn Krieger	805-382-3002	Coastal Commission advocacy
1986	2001	County of Orange	300 N. Flower St. Santa Ana, CA 92703	Bryan Speegle	714-834-4643	Coastal Commission advocacy

**Private Institutions:**

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Phone Number	Description of Services
continuous for past 17 years		The Irvine Company	550 Newport Center Dr. Newport Beach, CA 92660	Don Miller	949-720-2609	Coastal Commission advocacy and land use entitlement consulting
8/03	11/05	Bacchus Dev.	8801 Research Dr. Irvine, CA 92618	Steve Bren	949-729-2211	Coastal Commission advocacy and land use entitlement consulting

- How many full-time workers does your firm employ? 8
- Attach an organization chart or describe the organization of your firm:

[see attached, page 15]

**4. CREDIT REFERENCES: List at least three recent credit or financial references:**

CAA is a cash basis company.

Name	Address	Business relationship	Contact person	Phone number
Farmers & Merchants Bank	23772 Rockfield Blvd. Lake Forest, CA 92630	Banking	Thomas G. Sauchelli Vice President and Manager	949-460-7900
OCB Reprographics	17721 Mitchell North Irvine, CA 92714	Reprographics	Tom Marshall	949-660-1150
Document All Stars	30100 Town Center Dr., Laguna Niguel, CA 92677	Document production	Karen Herb	949-443-0171

**5. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the contract.**

*[see attached Certificate of Liability Insurance, beginning on page 16]*

**6. LABOR AND PAYROLL VIOLATIONS. Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department):**

- has not found the Proposer responsible for any labor, wage or payroll violations.
- has found the Proposer responsible for the following violations:

**7. ADDITIONAL INFORMATION (Attach pages if necessary):**

*[see attached Additional Description of Experience (pages 27-29) and Financial Statement (beginning on page 30)]*

Form P-4  
Section 3

**3. Description of the Organization**

CAA was established over 27 years ago with the intent of providing high quality strategic management to projects undertaken by public and private entities in the entitlement arena. CAA is organized with a philosophy of retaining seasoned veterans of entitlement campaigns, as opposed to a large group of professionals with beginning or moderate experience. Therefore, most of the employees of CAA possess one or more areas of knowledge critical to the development arena, and in many cases they are recognized experts in their field.

CAA's organization is not constrained by an organizational chart, but rather is based on teams led by the company principals and owners. This allows CAA to specifically tailor its organization's skills to the need of a particular client. Because of CAA's unique philosophy, a firm principal is an ever-present member of client meetings and agency liaison, backed by a capable technical staff.

With this corporate philosophy and company skill level, CAA has managed and successfully completed a dossier of projects which would be admirable for a company three times its size.

The principal contact for this project at CAA will be M. Andriette Culbertson, who will serve as the team leader for the consultant side.

For travel purposes, CAA owns a Cessna 182 four-seat single-engine airplane and both Dave and Andi Culbertson are licensed pilots. This makes regular Commissioner contact easier and less expensive for the County.

**ACORD** TM. **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
10/16/2007

PRODUCER Phone: (949) 597-1001 Fax: (949) 597-2189  
**ALLIED BROKERS**  
 26487 RANCHO PARKWAY S  
 LAKE FOREST CA 92630

Agency Lic#: 0315093 CA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

**CULBERTSON ADAMS & ASSOCIATES, INC.**  
 85 ARGONAUT, SUITE 220  
 ALISO VIEJO CA 92656

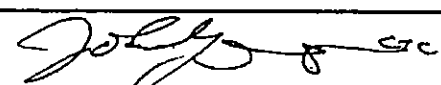
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Company	29424
INSURER B: Oak River Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

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

INBR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		GENERAL LIABILITY	72SBANI1293	08/01/07	08/01/08	EACH OCCURRENCE	\$ 2,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 10,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 2,000,000	
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 4,000,000	
						PRODUCTS-COMP/OP AGG.	\$ 4,000,000	
A		AUTOMOBILE LIABILITY	72SBANI1293	08/01/07	08/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 0	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC AGG	\$	
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
		<input type="checkbox"/> DEDUCTIBLE					\$	
		<input type="checkbox"/> RETENTION \$					\$	
							\$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2210013354-071	08/31/07	08/31/08	WC STATU-TORY LIMITS	OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000	
						E.L. DISEASE-POLICY LIMIT	\$ 1,000,000	
		OTHER:						

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS**  
 \*EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM. Certificate holder is additional insured as respects to Insureds operation per attached SS00 08 04 05

CERTIFICATE HOLDER	CANCELLATION
County of Los Angeles Dept of Beaches and Harbors 13837 Fiji Way Marina Del Rey Ca 90292  Attention:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS, OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE  Michael Yeargin

BUSINESS LIABILITY COVERAGE FORM

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily Injury" to a co-"employee" of the person driving the equipment; or
b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

X 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily Injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:



## BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

#### 1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### 2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

#### 3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

#### 4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

#### 5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### 6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

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

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

#### a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### e. Additional Insured's Other Insurance

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

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

#### f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

## BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

(3). We have issued this policy in reliance upon your representations.

#### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

##### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

##### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

##### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

X 8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

  - a. In the performance of your ongoing operations; or
  - b. In connection with your premises owned by or rented to you.
2. **Additional Insured - Managers Or Lessors Of Premises**
  - a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
  - b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

    - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
3. **Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.
4. **Additional Insured - Lessor Of Leased Equipment**
  - a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
  - b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**
  - a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
  - b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

    - (1) Any "occurrence" that takes place after you cease to lease that land; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
6. **Additional Insured - State Or Political Subdivision - Permits**
  - a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1) "Bodily Injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

**7. Additional Insured – Vendors**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

- (a) "Bodily Injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorised by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily Injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

## BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

Form P-4  
Section 7

**Additional Description of Experience**

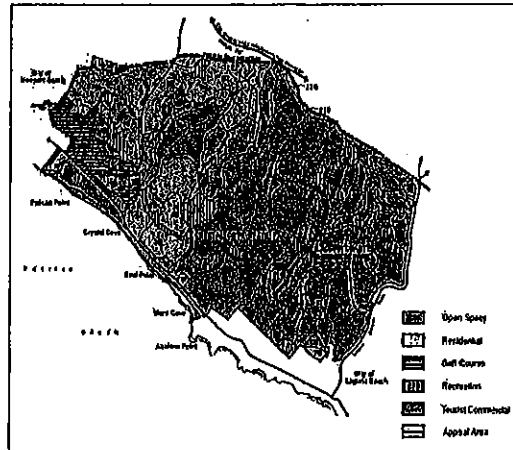
We have listed only major projects, as follows.

**The Irvine Company  
Projects:**

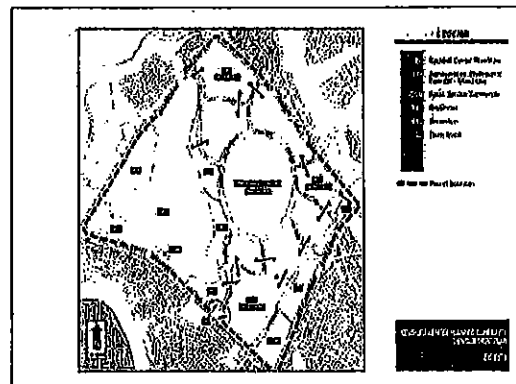
- Newport Coast
- Newport Center

CAA has represented The Irvine Company projects for more than 20 years. The firm's efforts over the years have included the successful approval by the CCC of a major amendment to the Newport Coast LCP, numerous coastal development permits, and most recently a unanimous approval of a project appealed by two Commissioners involved over 980 acres, known informally as the Crystal Cove Appeal.

CAA was retained to resolve the appeal on both a technical/legal level and a Commission advocacy level. The resolution required detailed knowledge of the legal limits of the Commission's jurisdiction, as well as the establishment of a productive dialogue on Coastal Act policies and the LCP policies. Against a significant backdrop of controversy, the project was approved by a 11-0 vote – which included the two Commissioners who filed the appeal.



*Newport Coast LCP Land Use*



*Newport Center*



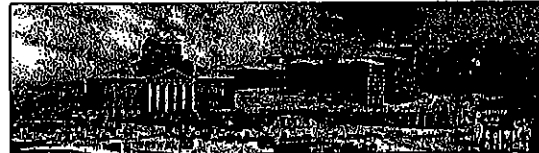
**County of Orange**

**Projects (only Coastal Act projects listed):**

- Aliso Viejo
- Soka University, Aliso Viejo
- Bolsa Chica
- Monarch Beach-Hemmeter Development Corporation



As partner with the development community, the County of Orange works through the applicants' representatives in a team atmosphere on Coastal Act matters. With respect to the Aliso Viejo, Soka University, and Hemmeter projects, CAA worked closely with the County and the Coastal Commission on resolving project issues *early* and *with certainty*. The projects included Coastal Act issues on a 20,000-unit planned community, a 2,500-student university, and a 1,126-room resort. All of CAA's efforts were successful.



*Soka University, Aliso Viejo*

CAA, both in its own name and under D.B. Neish, Inc., represented Bolsa Chica in terms of Coastal Commissioner liaison and adequacy. This is more greatly detailed with respect to that client reference below.



*Monarch Beach-Hemmeter Development Corp. - Model Site*

**Soka University of America**

**Projects:**

- Soka University Expansion, Calabasas

CAA was retained to represent the above client shortly before the County of Los Angeles approval of this project. The project had been eight years in the entitlement process, and was highly controversial. CAA filed the project with the CCC in June 1997, and the project was approved with all elements intact in April 1998, less than one year after first filing.



*Soka University, Calabasas*

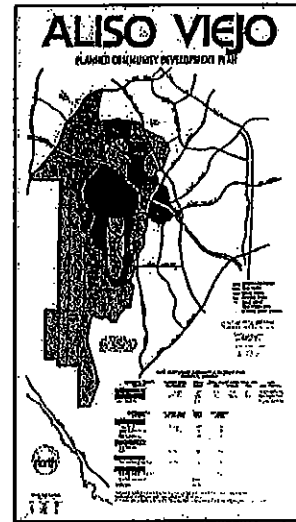
**Mission Viejo Company**

**Projects:**

- Aliso Viejo
- Soka University, Aliso Viejo

Members of CAA were project directors for the entitlement strategy – including Coastal Act liaison – for this master-planned community, including a dispute over the location of the Coastal Zone boundary. Further, CAA continued to negotiate with the Coastal Commission over the ensuing years to avoid appeals and controversy.

Finally, CAA and D.B. Neish, Inc. successfully caused the *withdrawal* of an appeal by two Commissioners of the Soka University, Aliso Viejo project, saving probably more than one year of processing.



*Aliso Viejo PC Map*

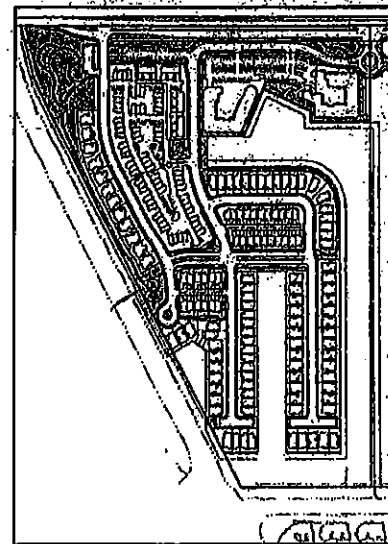
**SunCal**

**Project:**

- Mandalay Bay, Oxnard

CAA was retained on this major project after an appeal by two Coastal Commissioners. After reviewing the appeal, CAA found that some elements of the Commission appeal had merit, and some did not. With respect to the meritorious points, CAA worked with Commission staff and the applicant to make mutually agreeable project alterations. With respect to points in contention, CAA agreed to disagree.

The matter was heard for final action in April 2001. All of the points of contention were resolved in favor of CAA's client. These points involved complicated legal and policy issues, and the staff position (initially heard in February 2001) was overruled.



*Mandalay Bay*

CAA believes that it is a credit to its behavior, but more importantly that of Coastal staff, that after rejection of the staff position, staff worked positively and productively with CAA to a final – and positive – resolution of this matter on an 8-3 vote.

## REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer CAA Planning, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.
2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.
3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.
4. **Antidiscrimination.**

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Chief Executive Officer

Shawna L. Schaffner

Title

Name

Signature

Date

*Shawna L. Schaffner*

*October 22, 2007*

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and  
 CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: CAA Planning (formerly known as Culbertson, Adams & Associates, Inc.)

I AM NOT  A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: \_\_\_\_\_

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Franchise	<input type="checkbox"/> Other (Please Specify) _____
Total Number of Employees (including owners):	8					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian	1					
Philippino						
White		1	1		1	4

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Philippino	White
Men	%	%	%	70 %	%	%
Women	%	%	%	%	%	30 %

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**

If your firm is currently certified as a minority, woman, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

N/A					
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**V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Print Authorized Name Shawna L. Schaffner	Authorized Signature <i>Shawna L. Schaffner</i>	Title Chief Exec. Officer	Date 10/22/07
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**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

<b>Company Name:</b> CAA Planning (formerly known as Culbertson, Adams & Associates, Inc.)			
<b>Company Address:</b> 85 Argonaut, Suite 220			
<b>City:</b> Aliso Viejo	<b>State:</b> CA	<b>Zip Code:</b> 92656-4105	
<b>Telephone Number:</b> 949-581-2888			
<b>Solicitation For (Type of Services):</b> Consulting Services			

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

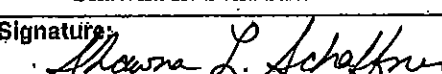
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

<b>Print Name:</b> Shawna L. Schaffner	<b>Title:</b> Chief Executive Officer
<b>Signature:</b> 	<b>Date:</b> 10/22/07

## CHARITABLE CONTRIBUTIONS CERTIFICATION

CAA Planning (formerly known as Culbertson, Adams & Associates, Inc.)

Company Name

85 Argonaut, Suite 220, Aliso Viejo, CA 92656-4105

Address

95-3667296

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

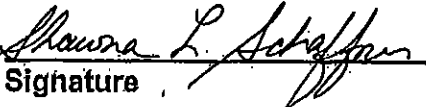
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

  
Signature

10/22/07

Date

Shawna L. Schaffner, Chief Executive Officer

Name and Title of Signer (please print)

# M. Andriette Culbertson

## Curriculum Vitae

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M. Andriette Culbertson has worked professionally in the field of planning, zoning, environmental and coastal matters in the public and private sectors since 1973 and has maintained a separate law practice in those areas since 1987.

Ms. Culbertson is noted for her ability to anticipate and resolve complex planning and environmental issues in the complicated and controversial climate of California entitlement. Ms. Culbertson's understanding and appreciation of governmental issues and agency goals allows her to recommend proactive approaches mindful of the client's goals but also respectful of the environment. By creating a dynamic of cooperation between regulated entities and the regulatory agencies, Ms. Culbertson strategically seeks to create public-private partnerships for resolution of key environmental issues, minimizing public expense.

In terms of hearings, Ms. Culbertson is an effective and persuasive public speaker, able to engage in productive communication with governing boards and commissions thorough a keen awareness of the facts and the law.

### *Education*

#### Undergraduate Work

University of California, Irvine  
B.A., Political Science, 1974

#### Graduate Work

Cal Poly Pomona (1975-1976)  
School of Urban and Regional  
Planning

#### Graduate

Western State Univ. School of Law  
J.D., cum laude, December 1986  
Member - State Bar of California  
Attorney at Law

### *Experience*

Ms. Culbertson currently practices solely out of the law firm that she established in 1987. However, Ms. Culbertson's forward-looking business accomplishments as co-founder of Culbertson, Adams and Associates, Inc. are considered a key career achievement.

At the present time, Ms. Culbertson counts among her clients the Counties of Los Angeles and Ventura for strategizing their complete redevelopment and shepherding that development through the local and Coastal

Commission approval process. Ms. Culbertson also represents Malibu Bay Company, Big Rock Partners (both on controversial properties in Malibu), and S.D. Malkin (on a major resort development in the Coastal zone.

#### Culbertson, Adams & Associates, Inc.

- CEO (2003-2007)
- President (1996-2003)
- Executive Vice President (1987-1996)
- Vice President (1981-1987)

Jack G. Raub Company (1979-1981)  
Manager, Environmental Analysis

#### City of Irvine (1977-1979)

Environmental Analysis and Current Planning Divisions. Positions held: Chief, Environmental Analysis Division, Senior Planner Section Head, Chairman of the Subdivision Committee

#### County of Orange (1973-1977)

Zoning and Environmental Analysis Divisions

## *M. Andriette Culbertson*

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### *Professional*

Guest Lecturer  
University of California, Irvine  
University Extension  
California State University, Fullerton  
Class Instructor  
University of California, Irvine

### *Expertise*

Administration of the California  
Environmental Quality Act and  
National Environmental Policy Act  
Administration and advocacy of public and  
private projects pursuant to the  
California Coastal Act  
Coordination of general plan amendments,  
special studies and zone changes

Negotiation of U.S. Fish and Wildlife  
Service agreements  
Negotiation of agreements with the  
California Department of Fish and  
Game  
Technical support in CEQA/NEPA  
litigation matters  
CEQA, Coastal Act and Land Use Counsel  
Member, CEQA Steering Committee of  
Assemblywoman Doris Allen  
Expert witness, CEQA, general planning,  
environmental and coastal planning  
matters

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Ms. Culbertson has had extensive experience in project management and planning activities in a variety of jurisdictions since 1973. These projects included all phases of planning approvals, from general plan amendments to subdivisions, through all necessary regulatory jurisdictions including California Department of Fish & Game, Army Corps of Engineers, or California Coastal Commission. Her ability to effectively coordinate client objectives, consultant team response to deadlines is a specific attribute in the successful completion of her projects.

Ms. Culbertson brings a special background to the planning process through her knowledge of Planning and Zoning law, the California Environmental Quality Act (CEQA), and the National Environmental Policy Act (NEPA) and California Coastal Act. As the author or manager of over 300 environmental documents, Ms. Culbertson is a recognized expert in these areas, often being called upon by legislators, state agencies, local agencies, and attorneys to provide interpretation and expertise. Ms. Culbertson has prepared statutory and regulatory amendments to CEQA and its Guidelines on a regular basis since 1977, and has worked extensively on major litigation matters pertaining to CEQA and NEPA compliance. Ms. Culbertson's rich

background and acute awareness in this field is the foundation for environmental documents whose integrity and compliance with applicable regulation is above reproach.

Ms Culbertson's work with respect to the California Coastal Act spans more than 20 years and involves some of the most controversial projects to come before the Commission. Her awareness of statutory requirements and policy, as well as her ability to work effectively with staff, is a key ingredient in the achievement of an unblemished record of Commission approvals.

Ms. Culbertson has participated in the preparation of major Feature Plans and Area Plans, and also organized and managed general plan amendments and community plan studies for clients in the public and private sectors.

Ms. Culbertson's 34+ years of professional planning experience have been largely devoted to the administration of CEQA and the California Coastal Act, where she has achieved note as a fair-minded and tireless advocate.