AGREEMENT

THIS AGREEMENT, dated for purposes of identification only this _____ day of

_____________________, 2008, is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation,
hereinafter referred to as "ANAHEIM,"

A
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BONTERRA CONSULTING, a California corporation, hereinafter
referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, ANAHEIM wishes to retain the services of an experienced
environmental consultant to update the California Environmental Quality Act documentation
related to the Anaheim Resort Specific Plan ("ARSP"); and

WHEREAS, CONSULTANT is qualified to perform such services, and is
willing to do so in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL
PROMISES, COVENANTS AND CONDITIONS HEREFOR CONTAINED, THE PARTIES
HERETO AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

CONSULTANT shall perform the services described in its May 16, 2008
proposal, a copy of which is attached hereto as Exhibit "A" and incorporated herein by
reference. In the event of any conflict between the provisions of Exhibit "A" and this
Agreement, the provisions of this Agreement shall prevail.

2. TERM OF AGREEMENT

The term of this Agreement shall be from its effective date through the
completion of the work, as set forth in Exhibit "A," unless sooner terminated under the terms of
this Agreement or until the maximum compensation payable hereunder has been reached,
whichever occurs first.
3. **COMPENSATION**

ANAHEIM shall pay CONSULTANT for professional services satisfactorily rendered pursuant to this Agreement at the rates set forth in Exhibit “A.”

It is understood by and agreed between the parties to this Agreement that full and complete payment for all services provided in accordance with this Agreement, including reimbursable expenses, shall not exceed the sum of One Hundred Twenty-Four Thousand, Three Hundred Seventy Dollars ($124,370.00).

No extra services beyond the scope of this Agreement shall be rendered by CONSULTANT, unless such extra services shall be authorized in writing by ANAHEIM.

ANAHEIM agrees to pay CONSULTANT for work performed and expenses incurred within thirty (30) days after submission of a statement from CONSULTANT describing such work and expenses.

4. **INDEMNIFICATION**

As respects acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless ANAHEIM, its officials, employees, representatives and ANAHEIM designated volunteers from and against any and all claims, losses, damages, defense costs, liability of any kind or nature, arising directly out of CONSULTANT’s (or CONSULTANT’s contractors, subcontractors or subconsultants, if any) negligent acts, errors or omissions in the performance of professional services under the terms of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at ANAHEIM’s option), and hold harmless ANAHEIM, its officials, agents, employees, representatives, and ANAHEIM designated volunteers from and against any and all claims, losses, damages, defense costs, or liability of any kind or nature (collectively referred to hereinafter as "Claims"), arising out of or in connection with CONSULTANT’s or CONSULTANT’s contractors, subcontractors or subconsultants, if any) acts, errors, omissions,
or work, relative to this Agreement; except for those Claims which arise out of the sole
negligence or wilful misconduct of ANAHEIM.

The obligations set forth in this indemnification provision (i) shall be in effect
without regard to whether or not ANAHEIM, CONSULTANT, or any other person maintains, or
fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii)
shall survive the termination of this Agreement.

5. INSURANCE

Without limiting ANAHEIM'S right to indemnification, it is agreed that
CONSULTANT shall secure, prior to commencing any activities under this Agreement, and
maintain, during the term of this Agreement, insurance coverage as follows:

Workers' Compensation Insurance as required by California law and Employers
Liability Insurance in an amount not less then $1,000,000 per occurrence.

Comprehensive General Liability Insurance, including coverage for Premises and
Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations
Liability, and Independent Contractor's Liability, in an amount not less than One Million
Dollars ($1,000,000.00) per occurrence, $2,000,000 annual aggregate, written on an occurrence
form. Such insurance shall be written on a primary basis, without a self-insured retention, but
may include a deductible of not more than $10,000 per occurrence, provided that such
deductible is disclosed to ANAHEIM, in writing, at the inception of this Agreement.

Comprehensive Automobile Liability coverage; including, as applicable, owned,
non-owned and hired autos, in an amount of not less than One Million Dollars ($1,000,000.00)
per occurrence, combined single limit, ad required by California law, written on an occurrence
form.

Professional Liability Insurance coverage in an amount not less than One Million
Dollars ($1,000,000.00) per occurrence, and CONSULTANT shall maintain such coverage for
at least one (1) year from the termination of this Agreement. Such insurance shall be written on
a primary basis, without a self-insured retention, but may include a deductible of not more than
$10,000 per occurrence, provided that such deductible is disclosed to ANAHEIM, in writing, at
the inception of this Agreement.

Each insurance policy required by this Agreement shall contain the following
clauses or shall otherwise provide for the following conditions:

"This insurance shall not be cancelled, or limited in scope or coverage, until after
thirty (30) days prior written notice has been given to the City Clerk, City of Anaheim, 200 S.
Anaheim Blvd., Anaheim, CA 92805, except in the event of cancellation for non-payment of
premium which shall provide for not less than ten (10) days notice."

Each insurance policy required by this Agreement, excepting policies for
Professional Liability and Workers' Compensation, shall contain the following clauses or shall
otherwise provide for the following conditions.

"It is agreed that any insurance maintained by CONSULTANT pursuant to this
Agreement shall be primary to, and not contribute with, any insurance or self-insurance
maintained by the City of Anaheim."

"The City of Anaheim, its officers, agents, employees, representatives and
ANAHEIM designated volunteers are added as additional insureds as respects the acts,
omissions, operations and activities of, or on behalf of, the named insured, in regard to products
supplied to, or work or services performed for, or related to, the City of Anaheim."

Prior to commencing any work under this Agreement, CONSULTANT shall
deliver to ANAHEIM insurance certificates confirming the existence of the insurance required
by this Agreement, and including the applicable clauses referenced above. Also, within thirty
(30) days of the execution date of this Agreement, CONSULTANT shall provide ANAHEIM (i)
endorsements to the insurance policies which add to these policies the applicable clauses
referenced above, or (ii) in lieu of said endorsements, documentation acceptable to ANAHEIM
evidencing that the coverage, terms, and conditions set forth in the above-referenced clauses are
otherwise included in said insurance policies. Insurance required hereunder shall be placed with
insurers (i) admitted to write insurance in California, (ii) possessing an A. M. Best's rating of A
VII or higher, or (iii) otherwise acceptable to ANAHEIM, with prior written permission from
ANAHEIM. In the event that a claim or other legal action is filed against ANAHEIM, and if
ANAHEIM, in its good faith opinion believes it may have coverage under any of the insurance
required herein, then ANAHEIM has the right to demand, and to receive within a reasonable
time period, copies of the insurance policies related to such required insurance; provided,
however, that this provision shall not apply if the parties agree that CONSULTANT shall fully
defend, hold harmless, and indemnify ANAHEIM against any such claim or other legal action.

In addition to any other remedies ANAHEIM may have if CONSULTANT fails
to provide or maintain any insurance policies or policy endorsements to the extent and within
the time herein required, ANAHEIM may, at its sole option:

1. Order CONSULTANT to stop work under this Agreement and/or withhold any
payment(s) which become due to CONSULTANT hereunder until CONSULTANT
demonstrates compliance with the requirements hereof;

2. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other
remedies ANAHEIM may have and is not the exclusive remedy for CONSULTANT's failure to
maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to
which CONSULTANT may be held responsible for payments of damages to persons or property
resulting from CONSULTANT's (or CONSULTANT's contractors, subcontractors or
subconsultants, if any) performance of the work covered under this Agreement.

In the event CONSULTANT hires other persons or firms to perform some of the
work related to this Agreement, CONSULTANT shall ensure (i) that the acts or omissions of
such persons or firms are covered under the above-referenced liability insurance, or (ii) that such
firms maintain insurance equal to or better than, and subject to the same limits, terms and
conditions as, the insurance required of CONSULTANT under this Agreement (except for firms
which are not performing professional services - such firms shall not be required to carry the
above-referenced professional liability insurance); and in either instance, CONSULTANT shall
provide, or cause to be provided, evidence of such insurance coverage, reasonably acceptable to
ANAHEIM.

ANAHEIM's Risk Manager is hereby authorized to reduce requirements set forth
above in the event he determines that such reduction is in ANAHEIM's best interest.

6. OWNERSHIP OF DOCUMENTS.
All sketches, studies, documents, drawings, tracings, field survey notes, maps,
computations, detail, data diskettes, computer software developed or modified specifically
pursuant to the Agreement and other materials prepared by CONSULTANT are recognized by
ANAHEIM to be instruments of CONSULTANT's Services and shall become the property of
ANAHEIM at the time of payment to CONSULTANT for such services, and CONSULTANT
shall promptly deliver them to ANAHEIM at the request of ANAHEIM. CONSULTANT
agrees not to use said documents and other materials for any purpose other than the performance
of services required by this Agreement without the prior written authorization of ANAHEIM.

7. ENTIRE AGREEMENT.
This writing constitutes the entire agreement between the parties with respect to
the subject matter hereof, and supersedes all oral or written representations or written
agreements which may have been entered into between the parties. No modification or revision
shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

If any provision of this Agreement shall be held invalid, such invalidity shall not
affect the other provisions hereof, and to this extent, the provisions of this Agreement are
intended to be and shall be deemed severable. The parties shall agree, if reasonably practicable,
upon provisions which are equivalent from an economic point of view to replace any provision
which is determined to be invalid.

8. ASSIGNMENT.
Neither CONSULTANT nor ANAHEIM may assign or transfer this Agreement,
or any part thereof, without the written consent of the other party.

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9. **GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of California. If any portion of this Agreement is held invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid.

10. **COMPLIANCE WITH LAWS.**

In the performance of this Agreement, CONSULTANT shall abide by and conform to any and all applicable laws of the United States, the State of California and the City Charter and Ordinances of ANAHEIM, including all laws relating to conflict of interests.

11. **NO WAIVER.**

No waiver or failure to exercise any right, option or privilege under the terms of this Agreement on any occasion shall be construed to be a waiver of any other right, option or privilege on any other occasion.

12. **TERMINATION.**

ANAHEIM may terminate this Agreement with or without cause upon giving CONSULTANT at least fifteen (15) days’ prior written notice. If this Agreement is terminated without cause, CONSULTANT will be paid for costs incurred and actual services satisfactorily performed for ANAHEIM up to and including the date of termination.

13. **INDEPENDENT CONTRACTOR.**

CONSULTANT is at all times an independent contractor pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of ANAHEIM.

14. **NO THIRD PARTY RIGHTS.**

The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein.

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15. **NOTICES.**

Notices and communication concerning this Agreement shall be sent to the following addresses:

**ANAHEIM**

City of Anaheim  
Attention: City Clerk  
200 S. Anaheim Boulevard  
Anaheim, CA 92805

**CONSULTANT**

BonTerra Consulting  
151 Kalmus Drive, Suite E-200  
Costa Mesa, CA 92626

Either party may, by notice to the other party, change the address specified above. Service of notice or communication shall be complete, if personally served, when received at the designated address, or five (5) days after deposit of said notice or communication in the U.S. mail.

16. **CONTRACT ADMINISTRATION**

The ANAHEIM Director of Planning shall have the power to administer this Agreement including, specifically, the power to terminate the services as provided in Paragraph 12, above.

17. **CONFLICT OF INTEREST**

A. CONSULTANT represents that neither it nor any of its officers, partners or employees has a financial interest, as defined in section 87103 of the Government Code, in the subject matter of this Agreement other than the right to receive payment from ANAHEIM for services rendered.

B. CONSULTANT agrees that it shall not make, participate in making, nor in any way attempt to use its position as consultant to influence any decision of ANAHEIM in which CONSULTANT knows, or has reason to know, that any of its officers, partners or employees has a financial interest as defined in Section 87103 of the Government Code.

C. CONSULTANT warrants that neither CONSULTANT nor any of its officers, partners or employees, has any financial interest in any real property, building or structure within 2,500 feet of the location of any project or assignment to which this Agreement may apply in the City of Anaheim. CONSULTANT agrees to disclose to ANAHEIM any financial
interest in such property as may be acquired by its officers, partners or employees during the
term of this Agreement.

D. In conformity with the conflict of interest code of the City of Anaheim, each
individual who will be performing work under this Agreement shall complete, under penalty of
perjury, a Statement of Economic Interest (CA Fair Political Practices Comm.[FPPC] Form
700) as to interests in real property in the City of Anaheim, and shall provide same to the City
Clerk, who will forward same to the FPPC. ANAHEIM shall retain copies of said forms which
are available for inspection by the public.

18. **AUTHORITY AND EFFECTIVE DATE.**

CONSULTANT and CONSULTANT's signators represent that the signators
hold the positions set forth below their signatures and that the signators are authorized to
execute this Agreement on behalf of CONSULTANT and to bind CONSULTANT hereto.

The effective date of this Agreement shall be the latest date of execution
hereinafter set forth opposite the names of the signators hereto. In the event CONSULTANT
fails to set forth a date of execution opposite the name(s) of CONSULTANT's signator(s),
CONSULTANT hereby authorizes ANAHEIM, by and through its representative, to insert the
date of execution by CONSULTANT's signator(s) as the date said Agreement, as executed by
CONSULTANT, is received by ANAHEIM.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

DATE OF EXECUTION:

__________________________

CITY OF ANAHEIM,
a municipal corporation

By__________________
Mayor of the City of Anaheim

ATTEST:

City Clerk of the City of Anaheim

"ANAHEIM"

DATE OF EXECUTION:

5/29/08

BONTERRA CONSULTING, a California corporation

By__________________
Printed Name THOMAS E. SMITH, JR.
Title PRESIDENT

"CONSULTANT"

APPROVED AS TO FORM:

JACK L. WHITE, CITY ATTORNEY

By__________________
Deputy City Attorney

Date 5/29/08

69230.1
ATTACHMENT A

SCOPE OF WORK
ANAHEIM RESORT SPECIFIC PLAN SUPPLEMENTAL EIR

May 16, 2008

Project Understanding

The City of Anaheim proposes to update the environmental documentation for the Anaheim Resort Specific Plan (ARSP). This process will involve examining the land use plan of the ARSP in light of current regulations and conditions. Additionally, any amendments to the specific plan which have been approved since certification of the Anaheim Resort Specific Plan EIR No. 313 (EIR No. 313) would be incorporated into the baseline or cumulative conditions (depending on whether or not the project has been constructed) and evaluated as part of the proposed land use plan.

Although a decision regarding the type of CEQA document to be prepared has not yet been made, BonTerra Consulting has based the following scope of work on discussions with City staff. The approach for this scope of work is assumed to be preparation of a Supplemental EIR. Based on Section 15163 of the State CEQA Guidelines, a Supplement to an EIR is the appropriate form of documentation because “only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation.” In addition the original EIR had significant unavoidable impacts. It is assumed that all of the impacts cannot be mitigated; therefore, a Mitigated Negative Declaration (MND) would not be an appropriate process for this project. This scope of work proposes to rely upon portions of the analysis presented as part of EIR No. 313 and the General Plan EIR (EIR No. 330), as appropriate.

Task 1: Project Initiation

BonTerra Consulting will attend a kick-off meeting with the City to ensure concurrence with the scope of work, approach on the technical analysis, and the schedule. This meeting will also include attendance by representatives from the City service and utility departments to discuss the approach on the technical analyses as well as identify a list of data and information needs. A preliminary list of data needs is included as Attachment B.

Task 2: Prepare Initial Study and Notice of Preparation

Initial Study Preparation

BonTerra Consulting will prepare a screencheck Initial Study (IS) for review by the City of Anaheim using the City CEQA checklist format. Following receipt of comments, BonTerra Consulting will revise the IS for mailing to appropriate agencies and community groups. In compliance with Section 15063 of the CEQA Guidelines, the IS will contain a description of the project, including: the location of the project; a discussion of the environmental setting; an identification of environmental effects; and a discussion of mitigation measures. This scope of work assumes that the City will provide BonTerra Consulting with necessary information to prepare the project description. The discussion of the environmental setting will be based on review of existing literature and a site visit.

A written explanation for all checklist answers will be included to provide the public with an understanding of how the IS conclusions were reached. In the case where additional information is required to analyze potential impacts (such as a technical study or department coordination),
the checklist response will identify the level of information required. This scope of work assumes preparation of a Supplement to Environmental Impact Report No. 313 or Supplemental EIR (SEIR). Where there is adequate documentation to determine that there will not be a significant environmental effect from project implementation, topics would be “focused out” of the SEIR, and no further technical analysis would be required. Additionally, the IS will identify those environmental topics which would rely upon the previous analysis and conclusions presented in EIR No. 313 and will not require detailed analysis in the SEIR.

Based on initial understanding of the proposed project, the following topics are expected to not require detailed analysis in the SEIR:

- Agriculture Resources
- Biological Resources
- Cultural Resources
- Geology and Soils
- Mineral Resources

**Notice of Preparation**

Following City review of the IS, BonTerra Consulting will prepare a draft Notice of Preparation (NOP) that includes the IS as supporting documentation. As stated previously, the NOP will identify the issues to be addressed in the SEIR and will provide sufficient information to document why respective topical issues do not require detailed analysis in the SEIR. The draft NOP will be submitted to the City of Anaheim for review and comment. Once comments have been received, the document will be revised and submitted to the City for any additional revisions and circulation.

**Task 3: Review of Technical Reports**

BonTerra Consulting will review any technical reports and technical information prepared for the project and made available by the City. A review memorandum will be provided to the City recommending any revisions to these reports that are necessary for preparation of a legally adequate Draft SEIR, if any are noted.

**Task 4: Prepare Environmental Document**

**Task 4.1 Scoping Meeting**

BonTerra Consulting will conduct a scoping meeting pursuant to CEQA. The Project Manager from BonTerra Consulting, in concert with the City’s Project Planner, will lead the meeting and will describe the process to be followed in developing the SEIR for the proposed project. Comments and issues to be addressed in the SEIR will be requested from all meeting attendees. BonTerra Consulting will prepare a summary of the meeting for inclusion in the SEIR and will ensure that the issues raised at the meeting will be addressed in the SEIR document.

**Task 4.2 Draft SEIR Preparation**

All environmental issues determined to be potentially significant which require additional analysis beyond EIR No. 313 will be addressed. Existing conditions will be described in narrative, numerical, and graphic form, as appropriate to a particular issue. Potential impacts will be identified on an individual and cumulative basis, as appropriate. Mitigation will be proposed to reduce impacts to insignificant levels to the extent feasible. Relevant City policies and regulations will also be identified, as appropriate, to each area of concern. Finally, the level of significance after mitigation (including City policies) will be identified.
In contrast to the level of effort required for the Initial Study, the SEIR requires more detail for each analysis section. In particular, each section will include a discussion of existing conditions related to the subject environmental issue, section formatting would be organized according to the thresholds of significance, and there would be an emphasis on cumulative analysis not found in the Initial Study. Pursuant to Section 15163(d), the Draft SEIR “need contain only the information necessary to make the previous EIR adequate for the project as revised,” therefore, much of this information will be based on an update of EIR No. 313.

Following is a description of the work effort for assessing potential environmental effects relative to each topical issue.

- **Aesthetics:** The ARSP area is largely developed with urban land uses with a few vacant parcels interspersed throughout the area. BonTerra Consulting will conduct a general survey to document the existing visual condition of the ARSP Area, including identifying any significant or prominent views in the City. This will be compared to the visual condition in the original EIR. The anticipated effects resulting from buildout of the ARSP on both public and private viewsheds including scenic vistas, potential degradation of visual character, and anticipated light and glare issues, will be qualitatively addressed. BonTerra Consulting will also identify any sensitive uses, both inside and outside of the ARSP area, that may be subject to shade and shadow effects from implementation of the proposed uses. As part of the evaluation, BonTerra Consulting will identify any potential adjacency issues and determine whether or not specific design parameters beyond those established is the ARSP should be incorporated into the project to avoid significant aesthetic impacts.

- **Air Quality:** The BonTerra Consulting Project Team will prepare an Air Quality Assessment addressing the potential air quality impacts related to ARSP buildout. Baseline conditions will be established to reflect current conditions for air quality and related Federal, State, and local air quality regulations. Air quality analysis will be focused on both construction-related impacts as well as long-term impacts related to ARSP buildout. Although daily construction emissions will be impossible to quantify due to the lack of specific project data, a schedule for buildout will be established and peak day emissions will be estimated based on the project area that will be subject to construction. For operational emissions, data from the traffic study will be used to estimate daily emissions related to mobile sources. Stationary and utility sources will also be estimated and included in the analysis. Additionally, Greenhouse Gas (GHG) emissions will be evaluated based on direction provided by City staff. Upon City approval, GHG emissions will be estimated using the methods of the California Climate Action Registry (CCAR) General Reporting Protocol and URBMIS 2007, where applicable. The Air Quality Assessment will recommend a mitigation program, inclusive of applicable measures from EIR No. 313.

- **Hazards and Hazardous Materials:** BonTerra Consulting will summarize applicable information from EIR Nos. 313 and 330 to address the potential for impacts related to hazardous materials. BonTerra Consulting will contract with Environmental Data Resources, Inc. to prepare a records search of state and national hazardous material databases for the project area. This information will be summarized and mitigation measures will be identified as appropriate. Applicable mitigation measures will be identified, including those identified in EIR No. 313.

- **Hydrology and Water Quality:** BonTerra Consulting will review and summarize information available in EIR Nos. 313 and 330 with regard to water quality. Water quality issues will be addressed with respect to evolving regulatory requirements and
recognized Best Management Practices for both construction and operation phases for future development within the ARSP area. The analysis will address all City requirements, the policies and standards included in the State's Non-Point Source Pollution Plan, and Environmental Protection Agency's Total Maximum Daily Load (TMDL) proposal, as well as the State and Regional Water Quality Control Board's own TMDLs standards. Because a specific development proposal is not involved with the proposed project, hydrology and water quality issues will be addressed in general and qualitative terms.

A general analysis of the ARSP area's hydrology will be based on information available from existing literature and previous environmental documents prepared for the ARSP area, including EIR Nos. 313 and 330. BonTerra Consulting will also summarize applicable information from these information sources to address the potential for impacts related to drainage and floodplains.

- **Land Use/Planning:** BonTerra Consulting will consult aerial photographs as well as conduct a brief visual survey to document existing land uses within and surrounding the ARSP area and will review existing planning documents relevant to the project area. Based on the proposed densities for the ARSP area, BonTerra Consulting will discuss land use compatibility with respect to character of use, scale, and land use intensity. Consistency of the General Plan and applicable planning and policy documents with the Anaheim Resort Specific Plan will be addressed.

- **Noise:** The BonTerra Consulting Project Team will prepare a Noise Assessment addressing the potential noise impacts related to ARSP buildout. The Noise Assessment would evaluate both short-term, construction-related impacts as well as operational noise impacts related to daily operations and project-related traffic. As part of the analysis, impacts to proposed on-site land uses as well as impacts to off-site land uses will be evaluated. The Noise Assessment will recommend a mitigation program, inclusive of applicable measures from EIR No. 313.

- **Population, Housing, and Employment:** Based on the proposed land use plan and applicable development densities of the ARSP, BonTerra Consulting will document direct and indirect impacts that the project would have on population, housing, and employment figures. BonTerra Consulting will conduct an analysis to evaluate potential impacts related to population, housing, and employment projections for the ARSP project area using the latest Orange County Projections data from the Center for Demographics Research as well as the current Regional Housing Needs Assessment goals.

- **Public Services:** Implementation of the ARSP would indirectly generate additional population through the additional employment and, therefore, has the potential to increase the demand for public services (fire, police, schools, parks, and libraries). Additionally, proposed visitor-serving uses would create additional demand for fire protection and police services. Potential effects associated with project implementation can be related to the provision of adequate service levels and the need to upgrade and/or provide additional facilities to serve the project. BonTerra Consulting will coordinate with service providers to determine if the proposed project can be adequately served without any increase in personnel or expansion of existing resources including facilities.
• **Recreation:** Based on the City of Anaheim General Plan Green Element and consultation with City staff, BonTerra Consulting will update the list of recreational facilities, including parklands, within or in proximity to the ARSP area. Based on the analysis presented in EIR No. 313, the SEIR will evaluate potential impacts related to recreational facilities.

• **Traffic:** BonTerra Consulting will review and summarize the traffic and parking studies provided by the City of Anaheim prepared for the project. The report findings will be incorporated into the Initial Study to evaluate changes to the local traffic volumes and patterns and assess intersection capacity conditions at critical intersections. BonTerra Consulting will also include a discussion of public transit, bicycle and pedestrian circulation throughout the ARSP area.

• **Utilities and Service Systems:** Based on information available from the City as well as the City's General Plan and EIR Nos. 313 and 330, BonTerra Consulting will evaluate potential impacts on utility and service providers to determine if the project would conflict with any existing utilities in the study area. This scope of work assumes that technical information would be made available from respective City departments to evaluate available capacity for the water, electricity, sewer, and stormwater systems. Additionally, BonTerra Consulting would coordinate with Southern California Gas Company and appropriate communication providers to address impacts to their respective distribution facilities.

Further, the Draft SEIR will contain a variety of CEQA-required sections identified in Article 9 of the CEQA Guidelines and including the environmental setting, consideration of alternatives, and effects found not to be significant. It is anticipated that project alternatives will be based on those identified and evaluated as part of EIR No. 313. The analysis for each alternative will involve updating the information, as necessary, to make it reflective of current conditions and the proposed land use plan.

The first Administrative Draft SEIR will be submitted for City review. Upon receipt of comments, BonTerra Consulting will make the necessary revisions to the SEIR incorporating input from other technical team members and a second Administrative Draft will be provided. This Scope of Work assumes that, at a minimum, two copies of each version of the administrative draft will need to be submitted. However, electronic submittals will also be arranged.

**Task 4.3 Preparation of Draft SEIR for Distribution**

Following receipt of comments on the second Administrative Draft EIR sections, an “approval draft” copy of the Draft SEIR will be provided to the City for final approval prior to reproduction and public distribution. The document will be submitted electronically. This Scope of Work assumes that there will be minor revisions to the text, and that only the text changes (not the entire document) will be submitted to the City during the final review/revision process. If deemed appropriate, a meeting will be held with the City to review the final revisions.

BonTerra Consulting will convert the Draft SEIR including graphics and technical appendices into PDF format for use by the City of Anaheim. The City will be responsible for posting the document on its website.

In consultation with the City, BonTerra Consulting will develop a distribution list for public review. BonTerra Consulting will provide one reproducible master copy of the Draft SEIR and related technical appendices to the City of Anaheim for reproduction. This scope of work assumes the City will be responsible for reproduction of any print copies of the Draft SEIR. BonTerra Consulting will produce up to 60 CDs of the Draft SEIR for public distribution.
BonTerra Consulting will complete and send the Notice of Completion along with 15 CDs of the document and 15 print copies of the Executive Summary to the Governor's Office of Planning and Research via overnight delivery.

It is assumed that the City will prepare the Notice of Availability and newspaper publication and, at the City's request, BonTerra Consulting will be available to review these notices for adequacy.

**Task 5: Mitigation Monitoring Plan**

In compliance with Public Resources Code §21081.6, BonTerra Consulting will prepare a mitigation monitoring program (MMP) for review by the City. The MMP will be prepared at the same time as the Response to Comments. BonTerra Consulting will coordinate with City staff to refine the format and the content of the MMP as well as ensure adequate incorporation of MMP No. 0085 prepared as part of EIR No. 313. If the Planning Commission or City Council modify the project and/or recommend conditions of approval/mitigation measures for the proposed project, BonTerra Consulting will revise the MMP accordingly. The MMP will be designed to ensure compliance with adopted mitigation requirements during project implementation.

**Task 6: Response to Comments**

Once the public review period has ended, BonTerra Consulting will review the comments received and will develop an approach to respond to all environmental comments. The draft Response to Comments will be submitted to the City for review and revisions will be made accordingly. This scope of work assumes a total of 50 hours of technical time would be required to respond to comments. Should a large number of comments be received which require additional time, an amendment to this scope of work may be required.

**Task 7: Project Management and Oversight**

BonTerra Consulting will coordinate with the City via team meetings, phone conversations, and email transmissions. The Project Manager and Principal-In-Charge will be available to attend the Planning Commission and the City Council hearings as requested by the City of Anaheim. BonTerra Consulting will ensure that there is close coordination with City staff on all project assignments.
ATTACHMENT B

PRELIMINARY LIST OF DATA NEEDS
ANAHEIM RESORT SPECIFIC PLAN SUPPLEMENTAL EIR

May 16, 2008

Land Use Summary
- Acreages by Planning Area
- Built densities
- Entitled densities
- Proposed (in the pipeline) densities

Traffic Study
- Average Daily Traffic Volumes
- Trip Generation
- Trip Distribution
- Existing/Future LOS and ICU levels
- Transit System Improvements (existing and proposed)
- Recommended Circulation System Improvements
- Vehicle Miles Traveled (VMT) needed for the Climate Change analysis

Utilities (Water, Electricity, Storm Drain, Sewer)
- Existing facilities serving ARSP
- Planned Improvements
- Existing/Future Capacity
- Existing/Forecast Deficiencies
- Demand/Generation Rates

Word File of MMP No. 0085 and subsequent iterations
# ATTACHMENT C

## PRELIMINARY SCHEDULE

**ANAHEIM RESORT SPECIFIC PLAN SUPPLEMENTAL EIR**

**May 16, 2008**

<table>
<thead>
<tr>
<th>TASK</th>
<th>DATE</th>
</tr>
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<tbody>
<tr>
<td><strong>Project Initiation</strong></td>
<td></td>
</tr>
<tr>
<td>Project Definition, SEIR Scope, and Schedule</td>
<td>July 7, 2008</td>
</tr>
<tr>
<td>Technical Coordination/Kick-off Meetings</td>
<td>July 14, 2008</td>
</tr>
<tr>
<td><strong>Prepare Initial Study/NOP</strong></td>
<td></td>
</tr>
<tr>
<td>Draft Initial Study to City</td>
<td>August 13, 2008</td>
</tr>
<tr>
<td>Receive Initial Study Comments from City</td>
<td>August 27, 2008</td>
</tr>
<tr>
<td>Revised Initial Study to City</td>
<td>September 10, 2008</td>
</tr>
<tr>
<td>Public Review Copy of IS/NOP Distributed</td>
<td>September 25, 2008</td>
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<tr>
<td>End of Public Review Period</td>
<td>October 24, 2008</td>
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<tr>
<td><strong>Review of Technical Reports</strong></td>
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<tr>
<td>BonTerra receives all City-Prepared technical reports</td>
<td>October 27, 2008</td>
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<tr>
<td>BonTerra completes review of technical reports</td>
<td>October 4, 2008</td>
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<tr>
<td><strong>Prepare Draft SEIR</strong></td>
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<tr>
<td>First Administrative Draft SEIR to City</td>
<td>December 17, 2008</td>
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<tr>
<td>Receive SEIR Comments from City</td>
<td>January 14, 2009</td>
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<tr>
<td>Second Administrative Draft SEIR to City</td>
<td>January 28, 2009</td>
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<tr>
<td>Receive SEIR Comments from City</td>
<td>February 11, 2009</td>
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<tr>
<td>Approval Draft SEIR to City</td>
<td>February 26, 2009</td>
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<tr>
<td>Receive Draft SEIR Comments from City</td>
<td>March 4, 2009</td>
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<tr>
<td>Public Review Draft SEIR Distributed</td>
<td>March 13, 2009</td>
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<td>End of Public Review Period</td>
<td>April 27, 2009</td>
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<tr>
<td><strong>Preparation of the Final SEIR and CEQA Findings</strong></td>
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<tr>
<td>Draft Response to Comments to City</td>
<td>May 12, 2009</td>
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<tr>
<td>Draft Mitigation Monitoring and Report Program to City</td>
<td>May 12, 2009</td>
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<tr>
<td>Receive Comments from City</td>
<td>May 26, 2009</td>
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<tr>
<td>Final SEIR/Response to Comments and MMRP to City</td>
<td>June 10, 2009</td>
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<tr>
<td>Project Hearings</td>
<td>Subsequent to June 10, 2009</td>
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## ATTACHMENT D

### FEE ESTIMATE

**ANAHEIM RESORT SPECIFIC PLAN SUPPLEMENTAL EIR**

**May 16, 2008**

### TASK DESCRIPTION

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>FEES</th>
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<tr>
<td><strong>BonTerra Professional Fees</strong></td>
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<tr>
<td>Task 1</td>
<td>Project Initiation</td>
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<td>Task 2</td>
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<td>Task 3</td>
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<td>Task 4.2</td>
<td>Draft SEIR Preparation (2 versions)</td>
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<td>Task 7</td>
<td>Project Management/Oversight</td>
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**Subtotal BonTerra Professional Fees**

$119,470.00

### Estimated Reimbursable Direct Costs

- Document Production/Miscellaneous: $2,500.00
- Hazardous Materials Records Search (EDR): $400.00
- Deliveries/Postage: $1,500.00
- Mileage/Miscellaneous: $500.00

**Subtotal Reimbursable Direct Costs**

$4,900.00

**TOTAL FEE ESTIMATE**

$124,370.00