

AGREEMENT FOR PROFESSIONAL SERVICES

SAGECREST PLANNING AND ENVIRONMENTAL

ENVIRONMENTAL DOCUMENTATION FOR THE EVERGREEN DEVELOPMENT PROJECT

This Agreement for Professional Services (the "Agreement") is made and entered into as of December 7, 2021, by and between the City of Lake Elsinore, a municipal corporation ("City") and Sagecrest Planning and Environmental, a corporation ("Consultant").

RECITALS

- A. The City has determined that it requires the following professional services:
CEQA consulting services for the Evergreen Development Project ("Project").
- B. Consultant has submitted to City a proposal, dated November 29, 2021, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.
- D. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services described in Consultant's Proposal (Exhibit A). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Consultant's Proposal (Exhibit A).

b. Performance Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed twenty nine thousand and one hundred dollars (\$29,100) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Consultant provides services. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Consultant's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Consultant's prospective or then current personnel is deemed objectionable, then the City may notify Consultant of the same. Consultant shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Studies, Documents.

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Consultant shall be immediately referred to City, without any other actions by Consultant.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Consultant as provided in the Agreement, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered

by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws.

a. Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Consultant and/or its employees, officers, or board members.

b. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

15. Indemnity. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of

law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Consultant: Sagecrest Planning and Environmental
Attn: Amy Vazquez
27128 Paseo Espada, Suite 1524
San Juan Capistrano, CA 92675

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant and the subcontractors listed in Exhibit B. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to

make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Consultant's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Consultant's Proposal.

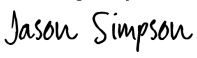
30. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”


CITY OF LAKE ELSINORE, a municipal corporation

DocuSigned by:

1E551E63E6EE412

City Manager


“CONSULTANT”

Sagecrest Planning and Enviromental, a corporation

DocuSigned by:

B2EFBE6422024E3


By: Amy Vasquez
Its: President

ATTEST:

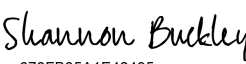
DocuSigned by:

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City Clerk

APPROVED AS TO FORM:

DocuSigned by:

A5086D9096AE48C

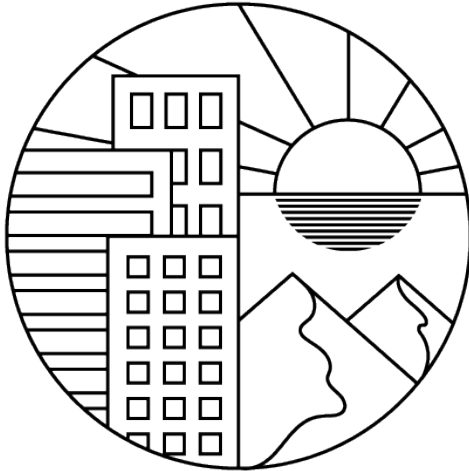
City Attorney

DocuSigned by:

678FD35A4E4240E

Director of Administrative Services

Attachments: Exhibit A – Consultant’s Proposal

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]



SAGECREST

PLANNING + ENVIRONMENTAL

Prepared for:

Damaris Abraham, Senior Planner

City of Lake Elsinore

130 S Main Street

Lake Elsinore, CA 92530

November 29, 2021

Evergreen Development Project City of Lake Elsinore

Environmental Consultant Services

Amy Vazquez, President

27128 Paseo Espada, Suite 1524
San Juan Capistrano, CA 92675
www.sagecrestplanning.com

avazquez@sagecrestplanning.com



November 29, 2021

Damaris Abraham, Senior Planner
City of Lake Elsinore
130 S Main Street
Lake Elsinore, CA 92530

by email to: dabraham@lake-elsinore.org

Subject: Proposal for an Initial Study for the Evergreen Commercial Development Project in the City of Lake Elsinore, CA

Dear Ms. Abraham:

Sagecrest Planning+Environmental (Sagecrest) is pleased to submit this proposal for CEQA services for the proposed Evergreen Commercial Development Project. Sagecrest understands that the Applicant is requesting the preparation of an Initial Study to analyze the potential environmental impacts of the proposed development of an integrated grocery-anchored shopping center in two phases. The first phase consists of a gas station and a 4,088 sq. ft. convenience store (requiring a CUP for the gas station use and PCN for the alcohol sales), a 3,000 sq. ft. drive thru restaurant (requiring a CUP for drive-thru use), and a 4,116 sq. ft. drive-thru automated car wash (requiring a CUP for the car wash use). Phase 2 includes development of a freestanding 43,050 sq. ft. grocery store (requiring a PCN for alcohol sales) and a 3,000 sq. ft. drive thru restaurant (requiring a CUP for drive-thru use). The project will also include a comprehensive sign program for the shopping center. The project will include two Tentative Parcel Maps (TPM), a Commercial Design Review (CDR) application, four Conditional Use Permit (CUP) applications, a sign program (SIGN) and two Public Convenience Necessity (PCN) applications.

Sagecrest and its technical subconsultants will peer review applicant-provided technical studies to address the environmental issues in Appendix G of the CEQA guidelines, as further defined in this proposal.

Sagecrest prepares technically sound, legally defensible, and cost-effective California Environmental Quality Act (CEQA) compliance documents for Lead Agencies in Southern California. Sagecrest delivers high-quality professional environmental documents while meeting schedules and budgets. Sagecrest looks forward to your favorable review of our firm's qualifications, scope of work, and fee. I am authorized to bind Sagecrest in a contract under the terms and conditions prescribed by this proposal. If you require additional information, please contact Christine Saunders directly 714-488-1529 or csaunders@sagecrestplanning.com.

Respectfully,

A handwritten signature in blue ink, appearing to read "Amy Vazquez". The signature is stylized with a large, looped "V" and a long, sweeping "Z" that extends to the right.

Amy Vazquez, President
Sagecrest Planning+Environmental



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Evergreen Commercial Development Project City of Lake Elsinore

QUALIFICATIONS

The Sagecrest environmental team is led by Christine Saunders, Director, who will be responsible for overall project management, including document writing, supervision of technical experts, and coordination with City staff. Amy Vazquez, President, will provide project management support and Shay Lawrey, Environmental Planner, will provide technical support.

Christine Saunders, Director
27128 Paseo Espada, Suite 1524
San Juan Capistrano, CA 92675
714-783-1863 x 706
714-488-1529
csaunders@sagecrestplanning.com

Sagecrest provides objective environmental analysis for a wide range of projects, including developer-initiated entitlement applications for residential, commercial, hotel, mixed-use, industrial, or institutional uses, and public agency-initiated projects for utility (water and energy) infrastructure, transportation projects, education facilities, public works or community services capital improvements, General Plans, Specific Plans, and Zoning Code Amendments. Sagecrest is qualified to prepare CEQA documents, including initial studies, exemptions, negative declarations, mitigated negative declarations, environmental impact reports, associated technical studies, i.e., air quality, biology, cultural resources, noise and all related notices and filings.

Services Offered

Sagecrest prepares the following environmental documents for our clients:

- Project Management of Environmental Review as an extension of Lead Agency Staff
- Environmental Impact Reports (EIRs)
- Initial Studies/ Mitigated Negative Declarations (IS/MND)
- Addenda to EIRs and IS/MNDs
- Checklists to support the use of a previously certified EIR or previously approved IS/MND
- Checklists to Support Categorical Exemptions, a Class 32 Infill Exemption, or any Streamlining Exemptions
- pursuant to 15182-15183.3 of the CEQA Guidelines
- Technical Studies in support of EIRs, IS/MNDs, and Exemptions
- Health Risk Assessments and Noise Analysis of the surrounding environment's impact on a proposed project, not otherwise required by CEQA
- Mitigation Monitoring and Reporting Programs
- Public Notices
- Peer Reviews of Environmental Documents



Evergreen Commercial Development Project City of Lake Elsinore

Sample Projects

The links below provide a portfolio of projects completed under the direction of Christine Saunders.

[813 N Euclid Street Mitigated Negative Declaration – City of Santa Ana](#)

[1600 W Lincoln Avenue Mixed-Use Development Project – City of Anaheim](#)

[Alder Industrial Project Mitigated Negative Declaration – County of San Bernardino](#)

[Ayres Hotel Renaissance Specific Plan EIR Addendum – City of Rialto](#)

[Class 32 Infill Exemptions – Various Cities](#)

[Dixieline Lumber Yard Mitigated Negative Declaration – City of Riverside](#)

[Lake Street Storage Mitigated Negative Declaration – City of Lake Elsinore](#)

[Santiago Basin Saddle Repair Mitigated Negative Declaration – Orange County Water District](#)

[Smith Basin Mitigated Negative Declaration – Orange County Water District](#)

Sagecrest has served local public agencies on development projects in communities across Southern California in San Diego, Orange, Riverside, San Bernardino, and Los Angeles Counties and has extensive experience as municipal agency staff. Sagecrest is uniquely positioned to integrate the project management of the environmental review process with the Applicant, their architect, civil engineer, technical consultants, and City staff.

Sagecrest Planning+Environmental

Christine Saunders, Director, Environmental Services



Christine Saunders has worked as an urban and environmental planner since 2000. Saunders is responsible for overall environmental project management, organization of technical experts, and document writing. She focused most of her career in the public sector managing the land use development permit process, including compliance with CEQA and other applicable plans, policies, programs, regulations, and laws. She has extensive experience preparing and reviewing CEQA documents for development and capital improvement projects. Saunders' strength is in providing clear, concise, internally consistent, accurate, and legally defensible CEQA documents that translate technical jargon into a document that speaks to the non-professional in one voice. Saunders earned a Bachelor of Arts degree in Urban Studies with an emphasis in Public Administration from San Diego State University.



Evergreen Commercial Development Project City of Lake Elsinore

Shay Lawrey, Environmental Planner

Ms. Lawrey is a subject matter expert in environmental planning, regulatory compliance and permitting, and ecology. She thoroughly understands the regulatory issues associated with land use impacts and management of sensitive natural resources. She maintains strong relationships with State and Federal resource agencies and has a proven track record with all aspects of small and large projects for public and private clients. Ms. Lawrey hold a Bachelor of Arts in Environmental Studies from University of California, Santa Cruz and a Master of Arts in Biology from Occidental College.

Sagecrest has a strong working relationship with professionals from a wide range of technical disciplines that comprise the subconsultant team, which offers industry experts in their respective fields to prepare and peer review technical studies.

Ganddini Group

(Air Quality, Greenhouse Gas, Toxic Air Contaminant,
Energy and Noise Impacts, Transportation Analysis)

Giancarlo Ganddini, PE, PTP
550 Parkcenter Drive, Suite 202
Santa Ana, CA 92705
Phone: (714) 795-3100 Email: giancarlo@ganddini.com

Ganddini Group, Inc. is a transportation and environmental consulting firm dedicated to helping clients succeed through a context-sensitive and cost-effective approach to every project. The Ganddini team consists of licensed engineers and highly qualified environmental specialists offering services relating to transportation planning, traffic engineering, parking, noise and vibration, air quality, greenhouse gas, and energy, with a strong emphasis in technical studies for CEQA compliance. The firm was founded in 2018 by Giancarlo Ganddini after developing his technical expertise and project management skills at notable local and international engineering services firms. Drawing from the advantages observed at each company, Ganddini Group aims to combine the professionalism and quality to be expected of a corporate firm with the swiftness and competitive pricing of a small business. Ganddini Group has serviced over 200 projects since its founding — a testament to the strong working relationships Ganddini's staff developed over previous years with a range of clients, including planners, engineers, architects, developers, landowners, property managers, and public institutions and agencies.



Evergreen Commercial Development Project City of Lake Elsinore

SCOPE OF WORK

Sagecrest specializes in the preparation of environmental documents for discretionary projects in compliance with the California Environmental Quality Act (CEQA). Sagecrest is prepared to provide environmental document preparation services for the proposed Evergreen Commercial Development Project at the southeast corner of Central Avenue and Cambern Avenue, City of Lake Elsinore, CA (City). Sagecrest has prepared this scope of work pursuant to the CEQA and our experience preparing environmental documents for similar projects.

Sagecrest's work plan for the preparation of a Screencheck Draft Initial Study and peer review of the supporting technical studies follows.

Project Initiation & Project Description

Kick-off Meeting: Upon receipt of the Notice to Proceed (NTP), the Sagecrest Project Manager will meet with City Staff and the Applicant to review the Proposed Project and collect all available project information, including project applications, site plans, elevations, narrative descriptions, comment letters, and previously prepared technical studies. The Kick-Off Meeting will accomplish the following:

- Identify the roles and responsibilities of the Sagecrest team, City staff, the Applicant, and their architect/civil engineer;
- Define communication protocol;
- Review current project information including site plan, elevations, landscape plans, utility plans, project applications, narrative descriptions, comment letters, and previously prepared technical studies;
- Refine the project schedule.

Project Description: Once all relevant information is collected, Sagecrest will write a comprehensive description for the Proposed Project, to form the basis for the analysis of the potential impacts of the Proposed Project on the environment. The project description will detail all phases of the project to meet the requirements of CEQA and will be based on the project information provided by the City and the Applicant. The project description will include:

- Narrative and graphical presentation of the Proposed Project;
- Project site location and boundaries;
- Environmental setting and surrounding land uses;
- Regional and vicinity topographical maps;
- Site plan, conceptual landscape plans, and utility plans;
- Construction phasing and schedule;
- Off-site improvements;
- Operational characteristics;
- Statement of objectives and purpose;
- Responsible agencies and their potential approvals or permits required;
- Discretionary approvals by the City.



Technical Studies

Review and Comment on City-Approved Technical Studies: Sagecrest will review all technical studies prepared by other professionals in support of the Proposed Project to confirm consistency in the project description and that the analysis is sufficient for the purposes of CEQA.

The Applicant has prepared or will prepare the following technical studies:

- Phase I/II Environmental Site Assessment
- Geotechnical Report
- Hydrology Report
- Preliminary Water Quality Management Plan
- Cultural Resources and Paleontology Report
- Biological Resources Report
- Energy Impact Analysis
- Traffic Impact Analysis

Peer Review Applicant-Prepared Technical Studies: Sagecrest has included Ganddini Group on our team of technical specialists who will peer review the following technical studies to support the CEQA analysis. Sagecrest will manage and coordinate the technical work of the subconsultants to ensure quality and consistency across all topical issues examined in the Initial Study.

Noise Impact Analysis, Ganddini Group

Ganddini Group shall perform a peer review of the applicant-sponsored noise impact analysis for the proposed project consisting of the following tasks:

Review Project Description and Documentation of Existing Noise Environment

- Review of the project description, project assumptions and project data to ensure that the noise analysis is based on a project that is substantially consistent with that presented to the City for review and to ensure that all potential impacts are identified and addressed.
- Verify that the noise study provides an adequate description of the existing conditions.

Review Construction Noise and Vibration Impacts

- Review the methodology, modeling, analysis, and any recommended mitigation related to potential noise and vibration impacts to adjacent land uses as a result of project construction.
- Ensure that the construction and vibration analyses evaluate impacts in light of CEQA thresholds and any applicable City, State and/or Federal regulations.

Review Transportation Noise Impacts

- Review the methodology, modeling, analysis, and any recommended mitigation for potential noise impacts to off-site receptors due to project generated vehicle traffic.
- Review the methodology, modeling, analysis, and any recommended mitigation for potential noise impacts to the proposed project.



Evergreen Commercial Development Project City of Lake Elsinore

- Ensure that that transportation noise analyses evaluate impacts in light of CEQA thresholds and any applicable City, State and/or Federal regulations.

Review Operational Noise Impacts

- Review the methodology, modeling, analysis, and any recommended mitigation for potential impacts caused by project operations.
- Ensure that the operational noise analysis evaluates impacts in light of CEQA thresholds and any applicable City, State and/or Federal regulations.

Peer Review Memorandum

- Prepare a technical letter-report summarizing the peer review, including any deficiencies in the study. The letter will summarize the results of the previous work tasks.
- If necessary, review a second submittal and prepare a second peer review memorandum to confirm any comments noted in the initial peer review are adequately addressed.

Air Quality, Greenhouse Gas, Energy Impact Analysis, Ganddini Group

Ganddini Group shall perform a peer review of the applicant-sponsored air quality and greenhouse gas impact analysis for the proposed project consisting of the following tasks:

Air Quality Impact Analysis Report Review

- Review of air quality analysis methodology, approach, and assumptions to ensure that the technical analyses are adequate and accurate for use in the CEQA document, meet the requirements of the SCAQMD and are in accordance with CEQA.
- Review of the project description, project assumptions and project data to ensure that the air quality analysis is based on a project that is substantially consistent with that presented to the City for review and to ensure that all potential impacts are identified and addressed.
- Review of the project data and site conditions to ensure that the baseline data used in the air quality analysis is essentially unchanged since the time the study was completed and provide confirmation that no change in site conditions is anticipated or updates required.

Greenhouse Gas Impact Analysis Review

- Review of greenhouse gas analysis methodology, approach, and assumptions to ensure that the technical analyses are adequate for use in the CEQA document, meet the requirements of the SCAQMD, SCAG, CARB, City of Lake Elsinore Climate Action Plan and are in accordance with CEQA.
- Review of the project description, project assumptions and project data to ensure that the greenhouse gas analysis is based on a project that is substantially consistent with that presented to the City for review and to ensure that all potential impacts are identified and addressed.
- Review of the project data and site conditions to ensure that the baseline data used in the greenhouse gas analyses is essentially unchanged since the time the study was completed and provide confirmation that no change in site conditions is anticipated or updates required.



Evergreen Commercial Development Project City of Lake Elsinore

Peer Review Memorandum

- Prepare a technical letter-report summarizing the peer review, including any deficiencies in the study. The letter will summarize the results of the previous work tasks.
- If necessary, review a second submittal and prepare a second peer review memorandum to confirm any comments noted in the initial peer review are adequately addressed.

CEQA Document Preparation

Screencheck Draft Initial Study Checklist: Sagecrest will prepare a detailed Initial Study Checklist that meets the requirements of the CEQA Statute and Guidelines, and the City's local CEQA guidelines, including applicable significance thresholds. The Initial Study will assist Sagecrest and the City in determining the appropriate level of CEQA review for the Proposed Project (Section 15063). If impacts can be mitigated to less than significant through project design features or mitigation measures, then a Mitigated Negative Declaration would be prepared. If there are impacts that cannot be mitigated to less than significant, then an Environmental Impact Report would be required. The Initial Study will use the most recent version of the CEQA Environmental Checklist Form (based on Appendix G, updated January 2019) and will contain the following:

- Detailed project description and location of the Project Site
- Identification of the environmental setting
- Identification of the potential environmental effects of the Proposed Project for each topical issue, with evidence to support the analysis
- The significance criteria or threshold used to evaluate each topical issue
- The mitigation measures identified, if any, to reduce the potential impact to less than significant
- Examination of consistency with existing zoning, plans and other applicable land use controls.

The environmental topics outlined in the CEQA Initial Study Checklist include:

- | | |
|-----------------------------------|--------------------------------------|
| • Aesthetics | • Mineral Resources |
| • Agriculture/Forestry Resources | • Noise |
| • Air Quality | • Population/Housing |
| • Biological Resources | • Public Services |
| • Cultural Resources | • Recreation |
| • Energy | • Transportation |
| • Geology/Soils | • Tribal Cultural Resources |
| • Greenhouse Gas Emissions | • Utilities/Service Systems |
| • Hazards and Hazardous Materials | • Wildfire |
| • Hydrology/Water Quality | • Mandatory Findings of Significance |
| • Land Use/Planning | |



Evergreen Commercial Development Project
City of Lake Elsinore

ESTIMATED BUDGET

TASK	ESTIMATED FEE
Kick-Off Meeting	\$1,000
Project Description	\$2,000
SUBTOTAL	\$3,000
Review and Comment on Technical Studies	\$1,500
AQ, GHG, Noise Impact Analysis Peer Review, Ganddini Group	\$7,600
SUBTOTAL	\$9,100
Screencheck Draft Initial Study Checklist	\$17,000
SUBTOTAL	\$17,000
TOTAL	\$29,100

DIRECT/REIMBURSABLE EXPENSES	ESTIMATED COST
Printed Copies of IS	\$750
Public Notification Package	\$500
Newspaper Advertisement	TBD
Notice of Intent County Clerk Recorder	\$50
Notice of Determination County Clerk Recorder	\$50
Department of Fish and Wildlife Filing Fee (2021)	\$2,480.25
Postage and Certified Mail	Current Mailing Rates
Mileage	Current IRS Rate

Reimbursable expenses incurred related to a specific project would be billed at actual costs plus 10% and include, but are not limited to, reprographics, postage, certified mailings, office supplies such as Compact Discs for environmental documents, and CEQA filing fees. Mileage will be billed at the current IRS reimbursement rate.

Sagecrest and Ganddini Group will perform consulting services based on the following breakdown of classification of hourly rates for key personnel, including subcontractors, as identified below. Contract change order costs will be billed on a time and materials basis at the rates noted below. Contract change orders for work to be completed by subconsultants will be prepared by the appropriate subconsultant.



Evergreen Commercial Development Project
City of Lake Elsinore

ESTIMATED BUDGET

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Kick-Off Meeting	\$1,000
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Evergreen Commercial Development Project
City of Lake Elsinore

Sagecrest Planning+Environmental Fee Schedule

CLASSIFICATION	HOURLY RATE
President	\$220.00
Director	\$200.00
Senior Environmental Planner	\$160.00
Associate Environmental Planner	\$140.00
Assistant Environmental Planner	\$120.00
Administrative Support-Technical Editor	\$100.00

Ganddini Group Fee Schedule

CLASSIFICATION	HOURLY RATE
Principal	\$165.00
Senior Associate	\$130.00
Associate	\$100.00
Junior Associate	\$75.00
Senior Technician	\$55.00
Technician	\$40.00
Administrative Assistant	\$40.00