

11) **Professional Services Agreement with Kimley-Horn and Associates, Inc. for Environmental Documentation for the Riverside Drive Apartments Project.**

Approve and authorize the City Manager to execute an agreement/contract with Kimley-Horn, Inc. in an amount not to exceed \$78,600 to prepare California Environmental Quality Act (CEQA) Compliance documents, in such final form as approved by the City Attorney.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Damaris Abraham, Community Development Director

Date: July 23, 2024

Subject: Professional Services Agreement with Kimley-Horn and Associates, Inc. for Environmental Documentation for the Riverside Drive Apartments Project

Recommendation

Approve and authorize the City Manager to execute an agreement/contract with Kimley-Horn, Inc. in an amount not to exceed \$78,600 to prepare California Environmental Quality Act (CEQA) Compliance documents, in such final form as approved by the City Attorney.

Background

The City of Lake Elsinore is the lead agency to evaluate the environmental impacts of development projects proposed within the City. The Community Development Department is responsible for preparing the necessary information and, depending on the scope and size of the project, will either prepare the environmental documents in-house or have a consultant prepare the documents and studies. Through the application fee process, the project applicant (WJK Development Company) pays for the cost of preparing the environmental analysis.

Discussion

The applicant has submitted an entitlement application for a new multi-family residential development located north of Eisenhower Drive and south of Lake Crest Drive on Riverside Drive and is more specifically known as 32281 Riverside Drive. (APN: 379-315-033)

The Riverside Drive Apartments project proposes a 96-unit multi-family residential apartment complex consisting of 12 two-story buildings, a clubhouse/leasing office, swimming pool and other amenities, as well as 200 parking spaces and related site improvements located on a 4.95-acre site in the Residential Mixed-Use District.

The project must prepare technical studies such as a Traffic Impact Report, Air Quality Report, Greenhouse Gas Emissions Report, Energy Report, Noise Report, Hydrology Report, Biological

Report, Cultural Resources Report, Phase 1 Environmental Site Assessment, Paleontology Report, and Geotechnical Kimley-Horn and Associates, Inc. will utilize the above referenced technical studies to prepare a detailed analysis for the project as required by CEQA.

Fiscal Impact

The cost of preparing the environmental review will be paid by fees collected from the developer through the City's cost recovery program. All administrative staff time and consultant costs are paid from the applicant's fees. No General Fund budgets will be allocated or used for the completion of the CEQA documents for the project.

Attachments

Attachment 1 – Agreement
Exhibit A – Proposal

AGREEMENT FOR PROFESSIONAL SERVICES

Kimley-Horn and Associates, Inc

Environmental Documentation for the Riverside Drive Apartments Project

This Agreement for Professional Services (the "Agreement") is made and entered into as of July 23, 2024, by and between the City of Lake Elsinore, a municipal corporation ("City") and Kimley-Horn and Associates, Inc., a North Carolina Corporation ("Consultant").

RECITALS

- A. The City has determined that it requires the following professional services:
CEQA consulting services for the Riverside Drive Apartments ("Project").
- B. Consultant has submitted to City a proposal, dated June 26, 2024, 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 seventy-eight thousand six hundred dollars (\$78,600) 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: Kimley-Horn and Associates, Inc
 Attn: Kari Cano
 3801 University Avenue, Suite 300
 Riverside, CA 92501

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

"CONSULTANT"

Kimley-Horn and Associates, Inc., a North Carolina Corporation

City Manager

By: Kari Cano
Its: Project Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A – Consultant's Proposal
Exhibit B – List of Subcontractors

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]

EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]



June 26, 2024

Mr. Carlos Serna-Ortiz, Associate Planner
City of Lake Elsinore
Community Development Department
130 South Main Street
Lake Elsinore, CA 92530

RE: REVISED-Proposal for the Preparation of an anticipated Initial Study/Mitigated Negative Declaration and Associated Technical Studies for the Riverside Drive Apartment Project

Dear Mr. Serna-Ortiz:

Please find attached our proposal to California Environmental Quality Act (CEQA) services for the Riverside Drive Apartment Project (Project).

Our scope, schedule, and fee is based on our understanding of the Project and City of Lake Elsinore (City) review process as set forth in the Project Request For Proposals (RFP) dated Wednesday, May 8, 2024, as well as follow up conversations with City staff.

The City needs a consultant who understands and recognizes the unique environmental needs of residential developments, and who is a recognized leader in providing California Environmental Quality Act (CEQA) documentation. Our Kimley-Horn project team has substantial experience assisting local municipalities with all aspects of environmental review and project implementation, including complex EIRs and MNDs for similar projects in Lake Elsinore and throughout the Inland Empire. The Kimley-Horn team also includes **ELMT Consulting** for biological resources support. Kimley-Horn currently has an on call contract with the City for planning services.

The Riverside Drive Apartment project proposes a 92-unit multi-family residential apartment complex consisting of 12 two-story buildings, a clubhouse/leasing office, swimming pool and other amenities, as well as 190 parking spaces and related site improvements located on a 4.95-acre site in the Residential Mixed-Use zone. The project is located north of Eisenhower Drive and south of Lake Crest Drive on Riverside Drive and is more specifically known as 32281 Riverside Drive within the City of Lake Elsinore.

The following scope of work assumes that a CEQA 15183 Consistency Analysis will be prepared to satisfy CEQA requirements. If any of the technical studies prepared by Kimley-Horn and/or third parties determine that the project will result in significant and unavoidable impacts, Kimley-Horn would prepare an Environmental Impact Report (EIR) scope of work at that time.

SCOPE OF WORK**Task 1. Project Kickoff**

The Kimley-Horn environmental team will review available Project information, plans and studies, as well as other available relevant information. Kimley-Horn will confirm the overall approach and schedule with the City.

Task 2. Prepare Project Description

The Kimley-Horn environmental team will use information obtained in Task 1 and work closely with City staff to prepare a draft Project Description for the California Environmental Quality Act (CEQA) document. The Project Description will be prepared to the level of detail required by the City for the entitlement approvals being sought. The draft Project Description will be sent to the City for review and will be used as the basis for the Consistency Analysis.

Task 3. Peer Review of Technical Studies**A) Peer Review of Biological Resources Assessment/MSHCP Consistency Analysis**

Kimley-Horn has retained the services of ELMT to peer review the Biological Resources Assessment/MSCHP Consistency Analysis.

ELMT will conduct a peer review of the previously prepared HA-MSHCP for the proposed project. ELMT will first verify the technical references/databases reviewed prior to conducting an on-site field investigation.

Following the initial review of the technical report, an on-site field investigation will be conducted to verify the biological resources documented in the technical report and to ensure field conditions remain the same. The field investigation will verify the extent of vegetation mapping, suitability of the habitat to support special-status plant and wildlife species, and proposed impacts to biological resources, if any.

ELMT will prepare a third-party peer review memorandum that will include a comprehensive review of the prepared report for technical accuracy, completeness of the impact assessment, and adequacy of any proposed mitigation measures and/or permit requirements. If concerns are noted, ELMT will recommend actions to correct the noted concern or concerns. ELMT will respond to two (2) sets of comments and update the peer review memorandum as appropriate to address all comments. This task will be billed on a time and materials basis and provides a not-to-exceed amount.

B) Peer Review of Cultural Resources Assessment

Kimley-Horn and Associates, Inc. (KHA) will conduct a peer review for one (1) provided Cultural and Paleontological Resources Assessment for the proposed Project. Scope includes one review cycle and the review will focus on the appropriateness/thoroughness of the methodology and analysis, whether the conclusions are supported by factual/credible evidence, and whether the analysis meets the applicable provisions of CEQA and the State CEQA Guidelines. Kimley-Horn will draft a memo outlining findings of the peer review and any recommendations (i.e. report updates, additional work, etc.). This scope does not include any meetings to discuss the results of the peer review, responses to comments on the peer review memo, additional written deliverables, etc. Any effort beyond the outlined peer review and associated memo will necessitate a scope/budget change.

C) Peer Review of Air Quality, Greenhouse Gas, Energy, Noise Assessments

Kimley-Horn will peer review the Air Quality, Greenhouse Gas, Energy, and Noise Assessment Reports prepared for the Project. The peer reviews will focus on the appropriateness/thoroughness of the methodology and analysis, whether the analysis' conclusions are supported by factual/credible evidence, and whether the analysis meets the applicable provisions of CEQA and the State CEQA Guidelines. For each peer review, Kimley-Horn will:

- Evaluate the adequacy of the methods used to conduct the various parts of the Noise Assessment concerning regulatory standards and the State CEQA Guidelines. Our analysis will focus on the appropriateness/thoroughness of the methodology and analysis; whether the analysis conclusions are supported by factual/credible evidence; and whether the analysis meets the requirements under applicable provisions of the CEQA and State CEQA Guidelines;
- Evaluate the consultant's recommendations and conclusions based on State CEQA Guidelines, City CEQA procedures, and State and federal laws as applicable;
- Prepare a Draft Memorandum to present peer review findings and make recommendations;
- Conduct follow-up review of the revised technical study to verify the Draft Memorandum recommendations have been incorporated; and
- Prepare a Final Memorandum to substantiate compliance with the Draft Memorandum recommendations.

D) Peer Review of Phase I Environmental Site Assessment

Kimley-Horn will peer review the applicant's Phase I Environmental Site Assessment. The Report will be peer-reviewed for accuracy as well as compliance with CEQA Threshold requirements. A peer review memorandum will be prepared and submitted to City staff for review.

Task 4. Draft CEQA Section 15183 Consistency Analysis

Based on review of the project application materials, the project may qualify for a consistency evaluation pursuant to State CEQA Guidelines Section 15183 Projects Consistent with a Community Plan or Zoning, based on the project's consistency with the adopted City of Lake Elsinore General Plan and General Plan EIR. The environmental document for the proposed project would be based on the certified City of Lake Elsinore General Plan EIR. Section 15183 of the State CEQA Guidelines provides the most flexibility for projects that have some variations relative to the original environmental document. Using the requirements of this section, we would utilize the supporting site development plans, architectural renderings, and other project specific (technical) studies prepared by the applicant and Kimley-Horn to demonstrate where the conclusions and mitigation measures in the previously certified EIR would remain valid, and to validate/rule out the need for additional analysis and/or new mitigation measures to meet current regulatory and/or City requirements.

Kimley-Horn will complete the CEQA Initial Study and Environmental Checklist as the means to substantiate the CEQA direction anticipated. Kimley-Horn will complete the Initial Study Checklist in accordance with CEQA Guidelines and in accordance with City of Lake Elsinore format/procedural requirements. We fully anticipate that the Scope of the Initial Study will be reviewed/vetted by and with City Staff to ensure concurrence on approach, completeness, and to verify/validate current IS/Environmental Checklist format and procedures.

Given the size, characteristics, and location of the project, we anticipate the technical memoranda (to be provided by the applicant) would serve as a "consistency" analysis of the project with the UCSP EIR assumptions, thresholds, and environmental parameters. Further, as part of this analysis, Kimley-Horn will also assess whether or not the requested entitlements would trigger any new environmental effects that fall into the following categories:

- Are new impacts created that are peculiar to the project or the parcel on which the project is located?
- Are new impacts or more significant impacts created that were not analyzed as significant effects in the prior EIR?
- Are new or potentially significant off-site impacts or cumulative impacts which were not analyzed in the prior EIR? And,

- Are previously identified significant effects which, as a result of substantial new information, are determined to have a more severe adverse impact than discussed in the prior EIR?

Following review of the technical memorandums, Kimley-Horn will meet with City Staff to discuss the findings and determine the appropriate CEQA documentation to be prepared (Section 15183 analysis, Mitigated Negative Declaration or Negative Declaration). If new environmental effects based on the categories above are identified, a Section 15183 analysis will not be applicable, and instead, a Mitigated Negative Declaration would be anticipated, and could be provided under a separate scope and fee.

As identified above, the Initial Study will form the basis for the Environmental Analysis discussion and will provide the necessary background for determining the potential for significant environmental effects associated with the proposed project. Each of the topics identified on the environmental assessment form contained in the State CEQA Guidelines will be evaluated to document the nature and extent of any potential environmental consequences and the need for mitigation. Many of the issue areas addressed in the Initial Study will not have the potential for significant effects (i.e., “No Impact” or “Less than Significant Impact”) due to the type and size of the proposed project. However, the document will address any potential impacts under all environmental issues. The specific purpose of the analysis in the Initial Study will be to identify all potential significant adverse environmental impacts and incorporate any necessary mitigation measures to reduce or eliminate any adverse consequences.

Kimley-Horn will prepare a draft Initial Study/ Section 15183 Consistency Analysis document to include the following sections:

- **Introduction.** This section will introduce the Initial Study, describe the purpose of the Initial Study and determination for the preparation of the appropriate environmental document and will provide a brief summary of the findings of the Initial Study.
- **Environmental Setting.** The environmental setting will describe existing physical setting and characteristics of the project site, as well as the setting and character of adjacent land uses and the surrounding area.
- **Project Description.** The project description will provide a detailed, yet concise, description of the proposed project. The purpose and need for the project will be clearly stated, along with the anticipated (community) benefits of the proposed project. Any discretionary actions needed to implement the project will be identified.

- **Environmental Analysis.** This section will provide an expanded discussion of the environmental issues as presented in the Environmental Initial Study checklist. Each checklist question will be presented along with a response. A statement will be provided to clearly support the checklist response to each question. References used as the basis for the analysis will also be listed after each response.

Task 5. Revised CEQA Section 15183 Consistency Analysis

Once the Draft CEQA Section 15183 Consistency Analysis is completed, it will be presented to the City for review and comment. The City will review the information provided in the Consistency Analysis relative to the project and provide comments on the Consistency Analysis. Kimley-Horn will address any comments and submit the updated Consistency Analysis to the City for review and final comment. This scope of work assumes 30 hours of staff time to complete the responses to comments. If the number or nature of the comments require additional time to complete the responses to comments, written authorization from the City will be required to exceed 30 hours. Kimley-Horn will address comments from the City and resubmit the Consistency Analysis. This task assumes up to one consolidated set of comments from the Client and City.

Task 6. Project Management/Meetings

The Kimley-Horn team will be led by Ms. Kari Cano will act as a Project Manager for the duration of the project. Kari has 18 years of CEQA/NEPA experience working with various cities in the Inland Empire, including multiple projects in the City of Lake Elsinore. This task includes attendance at up to two (2) hearings/public meetings for the Project. This task also assumes a total of 35 hours of management and meetings time.

Schedule

Kimley-Horn will expedite the schedule to the extent practical.

Notice to Proceed	Week 1
Prepare Project Description	Week 2
City Review - Draft	Week 2
Peer Review of Technical Studies	Weeks 2-4
Preliminary Draft Consistency Analysis	Weeks 1-8
City Review - Draft	Week 9-11
Address City Review – Draft Comments	Week 12-14
City Review – Final and “OK for Print”	Week 15
Public Hearing/Meeting	Week TBD

Please note this schedule assumes that all technical studies would be provided to Kimley-Horn at Project kickoff. Additionally, this schedule is highly dependent on timely review and responses from City staff. If a separate review process by the Project Applicant or City third-party CEQA reviewer or legal counsel is desired, the schedule and fee estimate may be increased to allow for additional coordination and review/revision time.

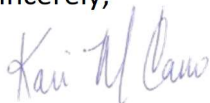
Fee Estimate

Kimley-Horn proposes to complete the above scope of work on a lump-sum basis with the assumptions as noted above, as follows:

Task 1: Project Kickoff	\$1,500
Task 2: Project Description	\$2,500
Task 3: Technical Studies	\$20,600
A) Peer Biological Resources/MSHCP Consistency	\$2,900
B) Peer Review Cultural Resources Assessment	\$1,600
C) Peer Review AQ/GHG/Noise/Energy	\$14,300
D) Peer Review Phase I ESA	\$1,800
Task 4: Draft CEQA Section 15183 Consistency	\$36,600
Task 5: Revised CEQA Section 15183 Consistency	\$8,500
Task 6: Project Management/Meetings	\$8,900
Total Fee	\$78,600

We look forward to the opportunity to work with the City on this Project. Should you have any questions or require additional information, please contact Project Manager, Ms. Kari Cano at (951) 543-9869 or via email at kari.cano@kimley-horn.com.

Sincerely,



Kari Cano, Project Manager



Kevin Thomas, CEP, ENV SP

Resumes of Key Staff



Kari Cano

Project Manager

Kari Cano has 18 years of experience as an environmental planner, and is responsible for preparing and managing environmental and planning studies for public and private sector clients, under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). She comes to the field of planning/environmental planning from a diverse background in urban development and political science. With an in-depth understanding of state and local policies, she provides CEQA compliance review and environmental documentation, in addition to research, analysis, and writing. Her experience includes the analysis of commercial, recreational, industrial, and residential projects in the counties of San Bernardino, Los Angeles, Riverside, Ventura, San Diego, and San Joaquin.

Professional Credentials

- Master of Arts, Political Science, California State University, Fullerton
- Bachelor of Arts, Political Science, California State University, Fullerton

Professional Affiliations

- American Planning Association

Relevant Experience

- Menifee Commerce Center EIR, Menifee, CA – Project Manager
- Crossroads MND, Menifee, CA – Project Manager
- Motte Business Center EIR, Menifee, CA – Project Manager
- Northern Gateway Commerce Center, Menifee, CA – Project Manager
- Compass Northern Gateway Center, Menifee, CA – Project Manager
- CADO Industrial Project, Menifee, CA – Project Manager
- Mill Creek Specific Plan EIR, Menifee, CA – Peer Review Project Manager
- Palomar Crossings Specific Plan EIR, Menifee, CA – Peer Review Project Manager
- Rockport Ranch Specific Plan EIR, Menifee, CA – Peer Review Project Manager
- The Junction Addendum EIR, Menifee, CA – Peer Review Project Manager
- South 35 ISMND, Menifee, CA – Peer Review Project Manager
- Haun and Holland ISMND, Menifee, CA – Project Manager

- El Paseo MND, City of Fontana, CA - Project Manager
- Prestige Homes Technical Studies, City of Fontana, CA -Project Manager
- REDA North Logistics Center ISMND, City of San Bernardino, CA, Task Manager
- REDA South Logistics Center ISMND, City of San Bernardino, CA, Task Manager
- Renaissance East Addendum EIR, City of Rialto, CA -Task Manager
- Rialto Fulfillment Center Addendum EIR, City of Rialto, CA -Task Manager
- Bloomington Business Center EIR, County of San Bernardino, CA - Project Manager
- Western Realco EIR, County of San Bernardino, CA - Project Manager
- Earvin Magic Johnson Recreation Park Master Plan EIR, County of Los Angeles, CA - CEQA Task Manager
- San Sevaine Trail ISMND, City of Fontana, CA - Project Manager
- Tracy Hills Specific Plan EIR, City of Tracy, CA - Environmental Planner
- Oasis Park ISMND, Community of Oasis, CA - Project Manager
- Oak View Estates EIR, City of Bradbury, CA - CEQA Task Manager.
- Encroachment Purchase Program ISMND, City of Chino Hills, CA - Project Manager
- Deep Creek Homes EIR, County of San Bernardino, CA - Project Manager.
- Ridge Fontana ONE Addendum EIR, City of Fontana, CA - Project Manager.
- Ridgeline Commercial Development ISMND, City of San Bernardino, CA - Project Manager.
- Arrow Recovery Warehouse ISMND, City of Fontana, CA - Project Manager.
- North Shore Park ISMND, Salton Sea, CA - Project Manager.
- Serena Park EIR Peer Review, City of Palm Springs, CA - Project Manager.
- Butterfield Specific Plan EIR, Banning, CA - Environmental Planner



Jessica Mauck, MA, RPA

Jessica has over a decade of experience in archaeology, including long-term contracting for Federal land management agencies (USFS, NPS, DoD, BLM, etc.), overseeing Cultural Resources Management programming within Tribal government, and serving on several historic preservation advisory groups for State and Federal agencies. She has extensive experience conducting all phases of archaeological fieldwork and reporting under applicable state and federal law, such as the NHPA, NEPA, and CEQA. She also has many years of experience managing process for inadvertent discoveries of human remains and the inventory/repatriation of existing archaeological collections subject to State and Federal law, such as the Native American Graves Protection and Repatriation Act (NAGPRA) and California Health & Safety Code (Section 7050.5).

Professional Credentials

- Listed in Register of Professional Archaeologists (RPA Number 37243944)
- Meets Secretary of Interior (SOI) Professional Qualifications for Archaeology and History
- Master of Arts, Historical Archaeology, University of Leicester, England
- Bachelor of Arts, Anthropology, University of California, Los Angeles

Relevant Experience

- 1610 Artesia Blvd Project, Cultural Resources Assessment, Gardena, CA
- Banning Commerce Center, Paleontological Resources Assessment, Banning, CA
- Lowes Norwalk Relocation Project, Cultural Resources Assessment, Norwalk, CA
- Park 55 Project, Cultural Resources Assessment, Santa Ana, CA
- Runway 6 Improvements, Cultural Resources Assessment/Tribal Consultation Support, Hollister, CA
- BNSF BIG Barstow, Environmental Support Services, Barstow, CA
- LA ART Project, Environmental Support Services, Los Angeles, CA
- Irwindale Speedway, Cultural Resources Assessment, Irwindale, CA
- Mojave Micro Mill, Cultural Resources Assessment Peer Review, Mojave, CA
- The Greens - Indio Project, Cultural Resources Assessment, Indio, CA
- 2245 W. Valley Blvd Project, Cultural Resources Assessment, Colton, CA
- City of Redlands, Crafton Pipeline Replacement Project, Redlands, CA – Lead Reviewer/Consulting Party (CEQA - Cultural Resources and Tribal Cultural Resources)*
- City of Victorville, Southern California Logistics Center Expansion, Victorville, CA – Lead Reviewer/Consulting Party (CEQA - Cultural Resources and Tribal Cultural Resources)*
- County of San Bernardino, Daggett Solar Project, Daggett, CA – Lead Reviewer/Consulting Party (CEQA - Cultural Resources and Tribal Cultural Resources)*

- County of San Bernardino, Lucerne Solar Project, Lucerne Valley, CA – Lead Reviewer/Consulting Party (CEQA - Cultural Resources and Tribal Cultural Resources)*
- Caltrans, SR138 Improvements Project, Cajon Pass, CA – CEQA - Cultural Resources and Tribal Cultural Resources; NHPA/NEPA - Cultural Resources*
- High Speed Rail Authority, High Speed Rail Project (Bakersfield to Palmdale, Palmdale to Burbank), Various Cities, CA – Lead Reviewer/Consulting Party (CEQA - Cultural Resources and Tribal Cultural Resources)*
- *Prior to joining Kimley-Horn

Years of Experience: 16

Education

B.S., 2006, Biology,
University of California at
San Diego

Certifications

Certificate, 2012, Field
Ornithology, University of
California at Riverside,
University Extension

Certificate, 2012, Wetland
Delineation, Wetland
Training Institute

Certificate, 2014, Certified
California Rapid
Assessment Method
(CRAM) Practitioner,
Riverine and Depressional
Wetlands

Certificate, 2014, GIS and
Spatial Analyst, California
State University at
Fullerton

Certificate Botany, 2015,
University of California at
Riverside, University
Extension

Additional Training

Southwestern Willow
Flycatcher Survey Training
Workshop, Southern
Sierra Research Station,
2014

Learning California Bird
Sounds, Sea and Sage
Audubon Society – Sylvia
Gallagher, 2012

Introduction to Desert
Tortoise Surveying,
Monitoring, and Handling
Techniques Workshop,
Desert Tortoise Council,
2011

Travis J. McGill, ELMT Consulting Biologist/Regulatory Specialist

Mr. Travis McGill specializes in conducting due diligence surveys, habitat assessments, preparing biological technical reports, botanical surveys, protocol listed species surveys, and assisting with environmental permitting and compliance for both public and private sector clients. He assists clients in compliance with a range of environmental regulations, including the California Environmental Quality, National Environmental Policy Act, and State and Federal Endangered Species Acts. He also has experience preparing and processing federal and State Incidental Take Permits through the United States Fish and Wildlife Service (Section 7 and Section 10 of the Federal Endangered Species Act) and California Department of Fish and Game (Section 2080.1, 2081, subds. (b){c) of the Fish and Game Code).

Mr. McGill conducts delineations of state and federal jurisdictional waters and helps clients through the regulatory permit process pursuant to Sections 404 and 401 of the Clean Water Act, the California Porter-Cologne Water Quality Control Act, and Section 1602 et. seq. of the California Fish and Game Code. Mr. McGill has effectively drafted and processed numerous state and federal regulatory applications for residential, restoration, commercial, flood control, institutional, and transportation projects. Mr. McGill also performs California Rapid Assessment Method analyses on riverine and depressional areas to identify the functionality of a drainage system.

Mr. McGill also prepares and conducts Worker Education Training programs, biological monitoring, and nesting bird and burrowing owl clearance surveys in compliance with the federal Migratory Bird Treaty Act and California Fish and Game Code Section 3503, 3503.5, and 3513.

Project Experience

Salt Creek Trail Project, Cities of Menifee and Hemet, California. *County of Riverside Transportation Department.* Biologist/Regulatory Specialist. The County proposes to construct and operate two (2) segments of the Salt Creek Trail, which will contribute to the County's ultimate goal for an approximately 16-mile-long multi-use trail connecting the cities of Hemet and Menifee. The Project offers an alternative to gasoline-powered

vehicle trips, which is key to achieving state and local air quality objectives. Mr. McGill prepared the Caltrans Natural Environment Study, jurisdictional delineation, sensitive plant survey, Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) consistency analysis, Determination of Biologically Equivalent or Superior Preservation (DBESP), and regulatory permits for the project. In addition, Mr. McGill attended several of the Western Riverside County Regional Conservation Authority (RCA) pre-application meetings to ensure project consistency with the MSHCP and negotiate the mitigation requirements for impacts to jurisdictional waters. Based on negotiations with the RCA and regulatory agencies, Mr. McGill prepared a Habitat Mitigation Monitoring and Reporting Plan to satisfy the mitigation requirements for the project.

Interstate 10/Avenue 50 Interchange Project, City Coachella, California. *City of Coachella.* Biologist/Regulatory Specialist. The project includes the construction of a new interchange at Interstate 10 (I-10) and Avenue 50, from PM R62.3 to R63.7, within the limits of the City of Coachella (City) in the County of Riverside. The proposed interchange is located approximately 3.4 miles east of the existing I-10/Dillon Road interchange (PM 58.9) and approximately 12.7 miles west of the existing I-10/Aqueduct Wash interchange (PM 75.0). Within the limits of the project, I-10 is a four-lane freeway with a median running down the center and no High Occupancy Vehicle (HOV) facilities. Mr. McGill conducted and prepared the delineation of State and federal jurisdictional waters report and two Caltrans Natural Environment Study-Minimal Impact (NES-MI) reports for the Aerially Deposited Lead and Geotechnical Borings portions of the project. The NES-MI reports included a Coachella Valley MSHCP Consistency Analysis to demonstrate the project's consistency with the Coachella Valley MSHCP. Mr. McGill successfully delineated the jurisdictional boundaries of the drainage features on-site and documented the biological resources occurring within the Biological Study Area. As part of the NES-MI report, Mr. McGill helped prepare a project impact analysis that included quantifying project impacts and outlining a permitting strategy for impacts to jurisdictional waters. Mr. McGill successfully processed and obtained the Approved Jurisdictional Determination through the U.S. Army Corps of Engineers documenting that the drainage features on-site did not qualify as "Waters of the U.S".

Date Palm Drive Bridge over Whitewater River Cathedral City, California. *City of Cathedral City.* Biologist/Regulatory Specialist. The project included the widening of Date Palm Drive from four to six lanes adding sidewalks, bicycle lanes, and a central median. Mr. McGill conducted and helped prepare the delineation of State and federal jurisdictional waters report and Caltrans Natural Environment Study-Minimal Impact (NES-MI) for the project, which included a Coachella Valley MSHCP Consistency Analysis. Mr. McGill successfully delineated the jurisdictional boundaries of the Whitewater River and documented the biological resources occurring within the Biological Study Area. As part of the NES-MI report, Mr. McGill helped prepare a project impact analysis that included quantifying project impacts and outlining a permitting strategy for impacts to jurisdictional waters. Mr. McGill helped draft the resource agency permits through the California Department of Fish and Wildlife (Section 1602 Streambed Alteration Agreement), the Regional

Water Quality Control Board (Section 401 Water Quality Certification), and the U.S. Army Corps of Engineers (Section 404 Nationwide Permit) for impacts occurring within the Whitewater River.

Sycamore Canyon Business Park Project, City of Riverside, California. *Hillwood Investment Properties.* Biologist/ Regulatory Specialist. The project would include the construction of two commercial warehouse buildings and associated infrastructure. In addition, multiple detention basins would be construction along the perimeter of the project site to treat surface runoff prior to being discharges off-site. Mr. McGill helped prepare the Delineation of State and Federal Jurisdictional Waters Report and Least Bell's Vireo focused survey reports for the project and assisted with the negotiation efforts with the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife for impacts to on-site jurisdictional features.

Bautista Recharge Basin Expansion Project, Riverside County, California. *Riverside County Flood Control and Water Conservation District.* Biologist/Regulatory Specialist. The District, in partnership with the Lake Hemet Municipal Water District (LHMWD), proposed to design, construct, operate and maintain the Bautista Recharge Basin Expansion Project as part of an effort to fulfill the District's ongoing goal to promote water conservation and recharge. The recharge project was designed to promote infiltration and increase recharge in the Hemet-San Jacinto Valley groundwater basin areas. Mr. McGill prepared the habitat assessment, jurisdictional delineation, Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) consistency analysis, and Public/Quasi-Public Land Equivalency Analysis for the project.

Renaissance Specific Plan Burrowing Owl Relocation Plan, Rialto, California. *Lewis-Hillwood Rialto Company.* Biologist. The Renaissance Specific Plan was adopted by the City of Rialto in 1997 to provide a long-term strategy for the development of the Rialto Municipal Airport and surrounding area. Currently, Lewis – Hillwood Rialto Company, LLC owns or has an option to buy several of the properties within Renaissance Specific Plan Area. The proposed project included the development of a Town Center, residential housing ranging from low density to high density, a school, public park, a business center, and corporate center. Mr. McGill lead the biological studies for the project which include a general habitat assessment, focused burrowing owl survey, special-status plant suitability assessment, jurisdictional delineation and regulatory permitting. Several burrowing owl were found on the project site during the focused surveys, and Mr. McGill helped prepare a relocation plan that outlined the recommended methods proposed to relocate burrowing owls from the project site and provided measures that would be implemented for the maintenance, monitoring, and reporting of the relocated burrowing owls to increase chances of survivorship and ensure compliance with CDFW guidelines. Once the plan was approved by CDFW, Mr. McGill assisted the San Diego Zoo in the active relocation of the burrowing owls from the project site. The burrowing owls found within the project site were captured and actively relocated to a conservation site within the boundaries of the Western Riverside County MSHCP.

Date Palm Drive Bridge over Whitewater River, Cathedral City, California. *City of Cathedral City.* Biologist/Regulatory Specialist. The project included the widening of Date Palm Drive from four to six lanes adding sidewalks, bicycle lanes, and a central median. Mr. McGill conducted and helped prepare the delineation of State and federal jurisdictional waters report and Caltrans Natural Environment Study-Minimal Impact (NES-MI) for the project, which included a Coachella Valley MSHCP Consistency Analysis. Mr. McGill successfully delineated the jurisdictional boundaries of the Whitewater River and documented the biological resources occurring within the Biological Study Area. As part of the NES-MI report, Mr. McGill helped prepare a project impact analysis that included quantifying project impacts and outlining a permitting strategy for impacts to jurisdictional waters. Mr. McGill helped draft the resource agency permits through the California Department of Fish and Wildlife (Section 1602 Streambed Alteration Agreement), the Regional Water Quality Control Board (Section 401 Water Quality Certification), and the U.S. Army Corps of Engineers (Section 404 Nationwide Permit) for impacts occurring within the Whitewater River.

**Ace Malisos***Air and Noise Studies Manager*

Ace Malisos has 17 years of experience as an environmental analyst with a specialty in acoustics, air quality, and climate change. Ace is responsible for preparing and managing environmental and planning studies for public and private sector clients, under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) for a variety of environmental planning projects involving redevelopment, infrastructure, residential, mixed-use, institutional, and commercial uses.

Professional Credentials

- M.A. Urban and Regional Planning, University of California, Irvine
- B. A., Environmental Studies, University of California, Santa Cruz

Professional Affiliations

- Urban Land Institute

Relevant Experience

- **Southwest Industrial Park Specific Plan, Fontana, California.** *Fontana, City of.* Environmental Specialist. The original Southwest Industrial Park Specific Plan was composed of four project areas totaling approximately 1,863 acres within the southern portion of the City of Fontana. The updated plan expanded to approximately 3,200 acres, encompassing a mixture of residential, commercial, and industrial uses recently annexed by the City.
- **Warehouse Development Environmental Impact Report, San Bernardino County, California.** *Western Realco.* Environmental Specialist. Responsible for the greenhouse gas analysis and health risk assessment, as well as the air quality and noise peer reviews. The project included the preparation of a focused environmental impact report evaluating air quality, cultural resources, greenhouse gasses, land use, hazardous materials, and transportation to satisfy California Environmental Quality Act requirements. Ace also peer-reviewed applicant-provided technical studies and performed greenhouse gas and health risk assessments. Key environmental concerns included the presence of historic age structures to be demolished, land use changes, air quality impacts on residents and schools, and neighborhood traffic impacts.
- **Garnet Street Bridge Replacement Project (San Bernardino County, California)** Acoustical Analyst. The Garnet Street Bridge Replacement Project analyzed improvements to sections of Garnet Street that included widening the roadway and constructing new asphalt concrete, curb, gutter, sidewalk to accommodate for the wider bridge. Rock riprap would be installed at the bottom and side slopes through the proposed bridge to protect against scour and erosion. The proposed bridge would increase roadway design speeds from 25 miles per hour (mph) to 45 mph.
- **Riverside North Aquifer and Storage Recovery Project, Riverside and San Bernardino C, California.** *City of Riverside.* Environmental Planner. Responsibilities included acoustics and air quality. The project proposes the construction of an inflatable dam across the Santa Ana River, water lines, and groundwater recharge basins for capturing and recharging stormwater and imported water on the City of Riverside's Flume Well Tract.

- **Sycamore Creek Channel Improvements CEQA and Regulatory Services, San Bernardino County, California.** County of San Bernardino. Environmental Specialist. Ace prepared the air quality, greenhouse gas, and noise analyses for the Initial Study/Mitigated Negative Declaration (IS/MND) for the Sycamore Creek Channel Improvements Project for the San Bernardino County Department of Public Works. The project involved the removal of debris (primarily concrete demolition waste) from the northeastern bank of Sycamore Creek, which has been utilized to reduce erosion and stabilize the channel adjacent to the San Bernardino County Sheriff's Department (SBSD) Training Facility and Rehabilitation Center. The proposed improvements would consist of a riprap protection wall that would extend along the entire length of the SBSD Training Facility and Rehabilitation Center.
- **Lincoln Specific Plan Environmental Impact Report, Whittier, California.** *City of Whittier.* Environmental Specialist. Responsibilities included acoustics and air quality. The 76-acre project is primarily located upon the former Fred C. Nelles Youth Correctional Facility, which was originally established in 1891 and ceased operations in 2004. The Environmental Impact Report (EIR) for the Lincoln Specific Plan analyzed a specific plan proposing over 700 dwelling units and 200,000 square feet of commercial/retail development. Associated improvements include open space areas, roadways, utility improvements, and landscaping. Primary environmental issues associated with the project included historical resources, traffic impacts on local and regional roadways, air quality, noise, and hazardous materials.
- **Cox Communications Expansion Project, Poway, California.** *Cox Communications. Noise Specialist.* The project involved the demolition of an existing telecommunications facility and a new building that would include upgraded transformers and two new emergency generators. The noise analysis calculated the noise levels at adjacent residences from emergency generator use and testing as well as the use of other mechanical equipment. The analysis identified specifications for upgraded enclosures for the emergency generators to ensure that noise levels would comply with City standards.