

## REPORT TO CITY COUNCIL

**DATE:** MAY 8, 2024

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** NATHAN HAMBURGER, CITY MANAGER

**BY:** DENICE THOMAS, COMMUNITY DEVELOPMENT DIRECTOR  
KATRINA GARCIA, ASSOCIATE PLANNER

**SUBJECT:** AGREEMENTS WITH AGOURA MEDICAL PARTNERS (AL DICKENS) AND ENVICOM CORPORATION FOR THE PAYMENT OF COSTS ASSOCIATED WITH THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION BY ENVICOM CORPORATION RELATED TO THE CHESEBRO SENIOR CARE FACILITY PROJECT

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The purpose of this item is to seek approval of two agreements. The first agreement is with Agoura Medical Partners, represented by Al Dickens, (Applicant) for the payment of costs associated with the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) by Envicom Corporation (Consultant). The agreement amount totals \$67,956, which includes the Consultant's cost of preparing the Initial Study/ Mitigated Negative Declaration ("IS/MND") in the amount of \$56,630, with an additional \$11,326 (20 percent) to cover City costs to manage the preparation of the IS/MND, including preparing legal notices, mailings, and consultant coordination. The second agreement is for consultant services with Envicom Corporation with the City agreeing to pay the Consultant for performing services and tasks related to the preparation of the IS/MND.

Both agreements have been reviewed by the City Attorney and approved as to form.

Al Dickens, through their architect, Cory Antilla, submitted an application for a proposed senior care facility ("Chesebro Senior Care"). City staff has preliminarily determined that, at minimum, an IS/MND is necessary, unless the City determines otherwise, following the preparation of the initial study.

Envicom Corporation has submitted a proposed scope of work to prepare the IS/MND, and staff finds the proposal acceptable. Envicom has provided CEQA document preparation services for the City several times in the past, and staff has been pleased with the firm's quality of work and timely product deliveries.

### **FISCAL IMPACT**

There is no impact to the approved City Council 2023-24 Budget as both the cost of the preparation of the IS/MND and the cost associated with managing the project by staff will

be paid by the Applicant. The duration of the contractual agreement is one year. The full amount of the agreement (\$67,956) has been collected from the applicant.

## **RECOMMENDATION**

Staff respectfully recommends the City Council approve the agreement with Al Dickens (Agoura Medical Partners) for payment of costs associated with the preparation of environmental documentation by Envicom, and approve the agreement for consultant services with Envicom for the preparation of the environmental documentation for the Chesebro Senior Care facility project.

Attachments:

- A. Agreement with Al Dickens (Agoura Medical Partners)
- B. Agreement for Consultant Services with Envicom Corporation

**ATTACHMENT A**

Agreement with Al Dickens (Agoura Medical Partners)

AGREEMENT BETWEEN APPLICANT AND THE CITY OF AGOURA HILLS  
FOR PAYMENT OF COSTS IN CONNECTION WITH THE PREPARATION OF  
ENVIRONMENTAL DOCUMENTATION

NAME OF APPLICANT:	Al Dickens for Agoura Medical Partners, LLC
APPLICANT'S ADDRESS:	23945 Calabasas Road Suite 111 Calabasas, CA 91302
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attention: City Manager
COMMENCEMENT DATE:	May 8, 2024
TERMINATION DATE:	May 8, 2025
CONSIDERATION:	\$67,956

**AGREEMENT FOR PAYMENT OF COSTS  
IN CONNECTION WITH THE PREPARATION OF  
ENVIRONMENTAL DOCUMENTATION**

THIS AGREEMENT is made this May 8, 2024, by and between the City of Agoura Hills, a general law city and municipal corporation (hereinafter "City"), and Al Dickens for Agoura Medical Partners, LLC (hereinafter "Applicant"), who agree as follows:

1. Applicant requests that California Environmental Quality Act documentation ("environmental documentation") be prepared for and under the direction of City, but at Applicant's expense, for consideration in connection with the preparation of an Initial Study and Mitigated Negative Declaration associated with the development of a commercial building for a residential senior care facility proposed on the northwest corner of Agoura Road and Chesebro Road, in Agoura Hills, AIN(s): 2061-012-012, -014, -015, -018, -047, -048, and -049

2. Costs for preparation of the environmental documentation will be as follows:

a. Costs incurred pursuant to an agreement between Envicom Corporation (hereinafter "Consultant") and City for preparation of the environmental documentation, the scope of work of which is attached hereto as Exhibit A. Consultant's estimate of the maximum cost of Consultant's services in the preparation of the environmental documentation is fifty six thousand six hundred thirty dollars and zero cents (\$56,630.00) ("Consultant's Cost").

b. Staff time for research, writing, reviewing and processing, calculated by the number of hours spent times the current hourly rate of the employee or contractor, plus general overhead costs. This amount is estimated to be 20 percent of Consultant's Cost, i.e. eleven thousand three hundred twenty six dollars and zero cents (\$11,326.00) ("Administrative Cost").

c. Additional consultant and administrative costs not included within the estimates in subsections (a) or (b) of this Section. To the extent such additional costs arise out of (1) new information supplied to the City regarding the project or its environmental impacts following commencement of the draft environmental document; (2) incomplete or inaccurate information supplied to the City by Applicant or Applicant's agents; or (3) revisions to the environmental document made necessary, in the City's judgment, by changes to the Applicant's project ("Additional Cost").

3. Applicant hereby agrees to pay City in full for all costs and expenses incurred by City for preparation of the environmental documentation. Concurrently with execution of this Agreement, Applicant shall pay City the full amount of sixty seven thousand nine hundred fifty six dollars and zero cents (\$67,956.00)

(Consultant's Cost plus Administrative Cost) to defray the costs of preparation of the environmental documentation and agrees to pay such Additional Costs or other additional sums as may be billed by City for preparation of the environmental documentation within fifteen (15) days from the date of any invoice, or prior to consideration of the Project by the City Planning Commission or City Council, whichever first occurs.

4. Any excess of the amount deposited over the actual cost incurred in connection with preparation of the environmental documentation shall be refunded by City to Applicant within fifteen (15) days from the date the Notice of Determination for the Project is filed with the County Clerk.

5. In the event Applicant abandons the Project and upon written request from Applicant directed to City's Community Development Director, City will terminate or suspend performance of work by Consultant under the contract between City and Consultant. Applicant shall pay City for all costs incurred by City pursuant to its contract with Consultant and for all administrative and actual costs incurred by City.

6. Applicant shall not communicate with or discuss any matters relating to the preparation of environmental documentation with Consultant without prior approval from City's Community Development Director or his or her duly authorized representative. Applicant shall address all questions regarding scheduling, content or distribution of the environmental documentation, or any related matters, to City staff, and not to Consultant. In no case may Developer direct Consultant as to how to undertake or prepare Consultant's work product. The purpose of this provision is to ensure that the environmental documentation is objective and is prepared on behalf of City, and not a document prepared for purposes of advocating approval of the Project.

7. Applicant hereby acknowledges and agrees as follows:

a. City has sole discretion to select which of its employees are assigned to work on Applicant's applications;

a. City has sole discretion to determine which persons City will hire as employees and contractors to work on the Applicant's applications;

c. City has sole discretion to direct the work and evaluate the performance of the employees and contractors whom the City hires to work on Applicant's applications and City retains the right to terminate or replace at any time any employee or contractor who is assigned to work on Applicant's applications;

d. City has sole discretion to determine the amount of compensation paid to employees and contractors hired by City to work on environmental documentation.

8. City and Applicant hereby acknowledge and agree that processing of Applicant's application is not contingent on the hiring of any specific contractor or consultant.

9. City and Applicant hereby acknowledge and agree that the Applicant's duty to reimburse the City is not contingent upon the City's approval or disapproval of the Project or upon the result of any action of the City. Applicant acknowledges and understands that this Agreement in no way obligates the City to approve any entitlements or environmental documentation for the Project. The City and its elected and appointed officials retain sole discretion to either approve or deny any of the environmental documents or entitlements that are subject to or related to this Agreement and needed to effectuate the Project. Furthermore, the Applicant acknowledges that the City makes no promise, representation or warranty, express or implied, as to the timing of City's processing of the Project.

10. Conflict of Interest. Applicant makes the following warranties for the 12-month period preceding the submission of its application for the Project. Applicant warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to the Consultant, or any of the Consultant's agents or employees. Applicant further warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee ("City Official") that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code Sections 87100 *et seq.*). Furthermore, during the existence of City's contract with the Consultant, Applicant shall not enter into or cause any other person to enter into any financial relationship on behalf of or for the benefit of Applicant with (i) the Consultant or (ii) any City Official. During such period, Applicant shall not propose or cause any other person to propose to enter into any future financial relationship on behalf of or for the benefit of Applicant with (i) the Consultant or (ii) any City Official. If Applicant cannot provide such warranty because Applicant has entered into an arrangement to pay financial consideration to, or made payment to, a City Official that would create a legally cognizable conflict of interest, Applicant shall then be obligated to disclose such information to the Community Development Director in writing within five (5) days of the execution of this Agreement.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties thereto with respect to the subject matter of this Agreement. City and Applicant acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.

12. Amendment. This Agreement, including any exhibits hereto if applicable, may only be amended by a written document signed by the parties thereto.

13. Interpretation. This Agreement is deemed to have been prepared

by all parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of contracts under the laws of the State of California.

14. Attorney's Fees. In the event that City is required to initiate litigation to enforce this agreement or collect any sum due hereunder, the City shall be entitled to recover its reasonable attorneys' fees and costs of suit should the City prevail.

15. Assignment. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, successors, and assigns of the parties. Notwithstanding the foregoing, any reimbursement rights hereunder shall remain with Applicant unless Applicant specifically assigns those rights to a successor by a written assignment delivered to City. Applicant may assign its rights and transfer its obligations under this Agreement only with City's prior written consent, which shall not be unreasonably withheld or delayed. Immediately upon the granting of such consent and City's receipt of a duly executed assignment and assumption agreement by Applicant and Assignee in accordance with the requirements of this Agreement, Applicant shall be released from all liability and obligations hereunder.

16. No Agency, Joint Venture or Partnership. City and Applicant hereby renounce the existence of any form of agency, relationship, joint venture, or partnership between City and Applicant and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating such a relationship between City and Applicant.

17. Governing Law. This Agreement shall be governed by the laws of the State of California and the exclusive venue for all disputes arising hereunder shall be the Superior Court for the County of Los Angeles.

18. Effect of Waiver. No Waiver of any provision of this Agreement shall be considered a waiver of any provision or any subsequent breach of the same or any other provision including the time for performance of any such provisions. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent that party from any other remedy provided in this Agreement or at law.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

20. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Applicant warrants and represents that he or she has the authority to execute this Agreement on behalf of Applicant and has the authority to bind Applicant to the performance of its obligations hereunder.



21. Notice and Payments. All written notices and payments to be given or made under this Agreement shall be transmitted by personal delivery or by mail. Notices or payments given or made by mail shall be addressed as follows:

IF TO THE CITY:

City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager

IF TO THE APPLICANT:

Agoura Medical Partners, LLC  
23945 Calabasas Road, Suite 111  
Calabasas, CA 91302  
Attn: Al Dickens

When so addressed, notices or payments shall be deemed given or made upon deposit in the United States Mail, postage prepaid. In all other instances, notices or payments shall be deemed given or made at the time of actual delivery. Changes may be made in the names of persons to whom notices or payments are to be given or made, or in the addresses to which notices or payments are to be given or made, by the giving of notice pursuant to this section.

[Signatures provided on the following page]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

CITY OF AGOURA HILLS:

By: \_\_\_\_\_  
Illece Buckley Weber  
Mayor

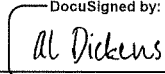
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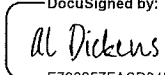
\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee  
City Attorney

APPLICANT:

By:  \_\_\_\_\_  
Name: E796257FACD9451...  
Al Dickens  
Title: \_\_\_\_\_  
Manager-Agoura Med.Partners, LLC

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Manager-Agoura Med.Partners, LLC



April 3, 2024

City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, California 91301

Attn: Katrina Garcia, Associate Planner

Subj: Proposal to Provide an Initial Study/Mitigated Negative Declaration  
Chesebro Senior Housing Project (*Envicom Project # 2024-025-01*)

Dear Ms. Garcia,

Envicom Corporation (Envicom) is pleased to submit this proposal to prepare an Initial Study leading to a Mitigated Negative Declaration (IS/MND), pursuant to the California Environmental Quality Act (CEQA) for the proposed Chesebro Senior Housing Project (project) proposed by Agoura Medical Partners, LLC (applicant) on the northwest corner of Agoura Road and Chesebro Road in the City of Agoura Hills (City). This proposal represents our estimate of the scope of work and level of effort required, based on the project plans, and the project reports/studies sent to us on the following topics (though not yet thoroughly reviewed): Slope Analysis, Vehicle Miles Traveled (VMT), Geology, Oak Trees, Biological Resources, Hydrology and Low Impact Development (LID), and Noise.

### **PROJECT UNDERSTANDING**

The project is proposed for a vacant approximately 1.82-acre site on the northwest corner of Agoura Road and Chesebro Road, comprising the following Assessor Parcel Numbers (APNs): 2061-012-012, -014, -015, -018, -047, -048, & -049. The applicant proposes to develop a residential senior care facility on the site, with 76 beds for assisted living and memory care in a proposed two-story, 46,136 square-foot (SF) building. Parking areas are proposed to provide approximately 27 spaces (including two accessible parking stalls and one van accessible loading space). The current City zoning for the property is Business Park – Open Space – Old Agoura Design Overlay District – Freeway Corridor Overlay District (BP-OP-OA-FC), and the General Plan land use designation is Commercial Retail Services.

### **Technical Studies List**

The following list identifies the technical studies that we anticipate will be needed to complete the IS/MND along with the responsible parties.

- Application, Project Descriptive Materials, Site Plan, Elevations, Landscape Plans, Grading Plans, Utilities Information and Plans (Applicant Team)
- Air Quality and Greenhouse Gas (GHG) Emissions (Envicom - Optional)
- Cultural Resources and Paleontology (Envicom - Optional)
- Geology and Soils (Project Team)



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Chesebro Senior Housing Project (*Envicom Project # 2024-025-01*)

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- Hazards/Hazardous Materials - Phase I Environmental Site Assessment (ESA) (Envicom - Optional)
- Hydrology and Water Quality/LID (Applicant Team)
- Noise and Vibration (Applicant Team)
- Transportation (Applicant Team)
- Utilities and Service Systems – project usage and design issues (Applicant Team)
- Visual Simulations (if deemed necessary) (Applicant Team)

## **SCOPE OF WORK**

### **Task 1 – Administrative Draft IS/MND**

Envicom will review the materials provided and where information is lacking, provide an information needs list. Envicom will provide a review of the technical studies for CEQA-adequacy. We assume that technical studies provided by the project team will be adequate to support a CEQA analysis, providing existing conditions, impacts and mitigation measures addressing the applicable questions on the City’s Initial Study Checklist. Should studies have inadequacies requiring extensive Envicom comments and/or Envicom review of substantially updated reports, additional scope and budget may be required.

We will prepare an Initial Study pursuant to CEQA and the City’s requirements, which is anticipated to lead to an IS/MND. Envicom will coordinate with the appropriate members of the team to obtain all project descriptive materials, including the project application. Envicom will review the materials and technical studies provided by the project team and provide a list of further data needs related to preparation of the IS/MND. Only minor comments and no substantive second review of the studies will be required.

The Project Description will be prepared early in the process, and circulated within the City to confirm our understanding of the project proposal and the project components that will be evaluated for potential environmental impacts under CEQA. The City’s comments will be incorporated into the Administrative Draft IS/MND. The IS/MND will address all topical areas contained in the City’s Initial Study Checklist. An explanation supporting the findings under each topical area will be provided. Analysis will be supported by technical documents or other data sources to be cited in footnotes. Project technical studies will be included as appendices. Envicom will provide an Administrative Draft IS/MND for the project team to review and comment in MS Word “highlight changes” (i.e., underline and strikethrough format).

#### *Deliverables:*

- Administrative Draft IS/MND (MS Word and PDF format).

### **Task 2 – Screencheck Draft IS/MND and MMP**

Upon receipt of one consolidated set of City comments, Envicom will prepare the Screencheck Draft MND. A Mitigation Monitoring Program (MMP) will be prepared, addressing all mitigation measures necessary to reduce project environmental impacts to a less than significant level. We

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Chesebro Senior Housing Project (*Envicom Project # 2024-025-01*)  
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will provide the Screencheck Draft IS/MND and MMP to the City for review and comment in highlight changes.

*Deliverables:*

- Screencheck Draft IS/MND and MMP (MS word and PDF format) for City review.

**Task 3 – Draft IS/MND and MMP for Public Circulation**

Upon receipt of one consolidated set of minor final comments from City staff, Envicom will make required revisions to prepare the IS/MND and MMP for public review.

The City will be responsible for public distribution of the documents, including preparation of the Notice of Intent to adopt the MND, City Clerk posting, newspaper publication and mailing, as required by CEQA. Electronic distribution by the City is assumed to the extent possible. The costs associated with production of the Draft IS/MND will be provided once the number of copies and size of the document are better known. Thus, these costs are shown as “To Be Determined” (TBD) in our Cost Estimate Table.

*Deliverables:*

- Public Circulation Draft of the IS/MND and MMP (MS Word and PDF format). The number of hard copies is TBD in coordination with the City Planning Department.

**Task 4 – Response to Public Comments, Final IS/MND and MMP**

Upon completion of an assumed 20-day public review period for the Draft IS/MND, we will respond to public and agency comments received during the public review period. Prior to receipt of these comments, it is difficult to estimate the level of effort required to prepare responses. The response to comments effort has been estimated in our Cost Estimate Table. Should the comments received be more extensive than anticipated, additional time required to respond will be billed on a time and materials basis, upon mutual agreement and City authorization. The number of hard copies and electronic versions is not known at this time and will be determined in coordination with the City. Thus, these costs are shown TBD in our Cost Estimate Table. We will prepare a draft of the components for City review, followed by a revised, completed Final IS/MND for City use.

*Deliverables:*

- Draft Response to Comments, Draft Final IS/MND and MMP (MS Word and PDF format) for City review.
- Final Response to Comments, Final IS/MND and MMP (MS Word and PDF format). The number of hard copies is TBD in coordination with the City Planning Department.

**Task 5 – Project Management/Meetings/Team Coordination/Hearing**

We anticipate the need to coordinate with City staff and attend meetings throughout the process. We recognize that sufficient coordination to obtain data, discuss project issues and determine strategic approaches is critical to providing high quality service and products and avoiding delays. To this end, we have included an estimated budget for project management, meeting and

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coordination. Additional budget may be required if participation in regularly scheduled meetings is requested.

We anticipate the need to prepare for and participate in one public hearing for this project. If necessary, preparation and participation at additional hearings would be provided under separate authorization.

## **OPTIONAL TECHNICAL STUDIES**

### *Air Quality and Greenhouse Gas Emissions Analysis*

Envicom will utilize data on the construction program and operational project characteristics to model anticipated air quality and GHG emissions impacts for the proposed project. The studies will be conducted using South Coast Air Quality Management District (SCAQMD) and City approved methods and thresholds. Our analysis will be incorporated into the Initial Study without a stand-alone report. Relevant technical data will be provided in an appendix. The air quality and GHG emissions analysis tasks are currently proposed to include:

#### *Air Emissions Modeling and GHG Calculations*

- Coordinate with the project team to gather relevant project data as available and using California Emissions Estimator Model (CalEEMod) to quantify emissions anticipated to result from construction and operation of the proposed project.
- Using SCAQMD methodology, provide a quantitative evaluation of potential impacts by comparing the project's estimated emissions of criteria pollutants to SCAQMD significance thresholds.
- Model and discuss potential Local Significance Thresholds impacts according to SCAQMD guidance.
- Use CalEEMod data to quantify the CO<sub>2</sub> equivalent (CO<sub>2</sub>e) emission estimates for Project GHG impact discussion.
- Provide a qualitative analysis of project related GHG emission impacts from construction and operations within the context of the SCAG 2024 RTP/SCS and any relevant City documents.

#### *Air Quality and Greenhouse Gas Emissions Study Assumptions*

- Project trip generation data and data on the construction program and operational project characteristics will be provided by the project team well in advance of the anticipated completion date of the study.
- The client will provide the anticipated construction equipment list and activity durations to Envicom. If not available the analysis will rely on standard assumptions for construction that are generated by CalEEMod.
- The project site plan and project data relevant to this study will not change after initiation of the study.

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Chesebro Senior Housing Project (*Envicom Project # 2024-025-01*)

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- A Health Risk Assessment (HRA) of toxic air contaminants is not included in this study. If required by the City an HRA analysis can be provided under separate authorization.
- The analysis will be incorporated into the IS/MND document, without a “stand-alone” report. Technical data will be provided in an appendix to the IS/MND.

### ***Cultural Resources Phase I Assessment***

Envicom will complete a Cultural Resources Phase I Assessment of the project site. This assessment includes a State of California cultural resource database record search at the South Central Coastal Information Center (SCCIC) on the campus of California State University Fullerton, a record search with the Native American Heritage Commission (NAHC), a record search at the Natural History Museum of Los Angeles County (NHM), and a physical survey of the property. The findings of the Cultural Resources Phase I Assessment record searches and site visit will be included in a stand-alone report. This proposal assumes that the findings of the cultural resource assessment will be negative (i.e., no significant resources). Our scope of work tasks are as follows:

#### *Documents Research including SCCIC, NAHC, and NHM Record Searches*

Envicom will complete various document records searches that encompass the project development footprint, plus a 0.25-mile radius. Research within the study area identifies whether previously known or recorded cultural resources are present, provides a regional cultural resource context for the project site, and helps assess cultural resource sensitivity for the project. The following tasks will be performed:

- Contact the SCCIC at California State University Fullerton and request a record search for previously identified prehistoric and historic cultural resources and technical studies that have been completed within the project study area.
- Contact the NAHC and request that they review their Sacred Lands File to determine if any previously identified Tribal Cultural Resources are located within the project study area.
- Research historic map and aerial photograph archives for potential information on whether older historic cultural resources were once located in the project development footprint, and whether the project region should be considered sensitive for older historic cultural resources.
- Contact the NHM and request that they complete a paleontological record search for significant fossils that have previously been found within the project study area.

#### *Project Site Visit*

Envicom will complete a pedestrian survey of the project development footprint in accordance with the Secretary of the Interior’s Standards and Guidelines for Archaeological and Historic Preservation (48 FR 44716, Sept. 29, 1983). The survey will involve the visual examination of the project site only and will not involve subsurface testing. The site visit will also provide a visual context of existing site conditions for the project, which will be compared to the findings from the record searches. Envicom anticipates that no cultural resources will be encountered by the pedestrian survey.

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### *Report of Cultural Resource Findings*

Envicom will prepare a letter report that provides the findings of the literature searches and pedestrian surveys, evaluates impacts, and provide recommendations, if necessary.

### *Cultural Resources Phase I Assessment/Survey Assumptions*

- The above proposal assumes that the findings will be negative for cultural resources. If either the record search or site survey result in positive findings, then a report that follows California State Office of Historic Preservation guidelines, and that includes additional background context information, will be produced. Any positive findings report work would require subsequent work authorization to include the scope needed to address the breadth and scope of the discovered findings.
- Paleontological sensitivity for the site and recommendations will be reported in the Cultural Resources Phase I Assessment. The CEQA Guidelines Checklist questions address Paleontological Resources as part of Geology/Soils. If a Geology/Soils EIR Section is prepared (pending the outcomes of technical studies yet to be prepared), paleontological resources will be evaluated therein; however, if that issue is scoped out of EIR analysis, paleontology will be addressed with Cultural Resources EIR Section.
- Additional authorization would be required for:
  - Subsurface investigations related to cultural site subsurface surveys (Phase Ib), site evaluations (Phase II), or cultural site data recovery (Phase III), or any evaluation or data recovery plans, communications, or meetings related to such tasks and for formal evaluation of archaeological sites or historic resources for eligibility to the National Register of Historic Places or the California Register of Historic.
  - Consultation with the Lead Agency, Permitting Agency, State Historic Preservation Officer, or any Native American Tribal Group representatives. The City, as lead agency, is assumed responsible for Native American Tribal outreach for CEQA consultation.
  - Any cultural resource not currently recorded and that are discovered through field survey or any other research method as being located within the project development footprint will require the completion of an official California Department of Parks and Recreation site record form, and possible further field assessment. If previously recorded sites are onsite, then updates to the DPR forms may be required. These circumstances would be considered an out-of-scope tasks.
  - Further paleontological survey, which may be recommended if exposed rock units are observed by the field survey archaeologists.
- Envicom will receive one (1) set of combined client/City comments on the draft report.

SCCIC and NHM fees are not certain prior to the submittal of a request for a record search. Based on previous similar projects in the project area, Envicom anticipates that the NHM and SCCIC fees



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will be approximately \$900.00 combined. However, if the final information center invoices exceed this amount, any additional cost will be passed on to the client.

### ***Phase I Environmental Site Assessment***

Envicom teaming partner, Citadel EHS (Citadel), will prepare a Phase I ESA for use in the IS/MND. The report findings will be summarized in the IS/MND analysis, and the full report will be provided in an appendix. Citadel's scope of work will consist of a site visit, records search, and draft and final report preparation.

### ***Assumptions***

- The evaluation will address APNs 2061-012-012, -014, -015, -018, -047, -048, & -049, which cover approximately 1.82 acres of land.
- The Phase I ESA will adhere to the standards set forth in American Society for Testing and Materials (ASTM) E1527-21, Standard Practice for Environmental Site Assessments, and the "All Appropriate Inquiry" Rule published in 40 CFR Part 312.
- No Phase I ESA can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of the ASTM practice is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with a property, and the ASTM practice recognizes reasonable limits of time and cost.
- If the Phases I ESA results in a recommendation for additional investigation or remediation beyond the Phase I scope, the additional work would require a separate scope and cost authorization.
- Appropriate inquiry does not mean an exhaustive assessment of a clean property.
- The results of the study will be provided in a stand-alone report.

### **DIRECT COSTS**

Direct costs to be incurred in our scope of work include but would not be limited to, materials and supplies, equipment usage, mileage, copying, delivery, mailing, and communications charges. Our billing rates are indicated on the 2024 Envicom Corporation Professional Fee Schedule (attached).

### **SCOPE OF WORK AND COST ASSUMPTIONS**

This proposal includes the assumptions within the scope of work above and attached Cost Estimate Table, as well as the following:

- The technical studies that are provided to Envicom are assumed to be adequate to support the CEQA analysis, requiring minimal to no review comments.
- An IS/MND is the appropriate CEQA document.
- The project description will not substantively change subsequent to the start of preparation of the technical studies or IS/MND.



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Chesebro Senior Housing Project (*Envicom Project # 2024-025-01*)  
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- The applicant will provide site plans, grading plans, and drainage plans that adequately depict the proposed project for use in the MND.
- If necessary, additional technical studies will be provided under separate authorization.
- The cost is dependent upon the number of review cycles cited above and review by City staff. Additional iterations / review cycles and/or attorney review may result in additional costs and the need for a contract amendment.
- Comments received from the City will not result in substantial changes to the project description and/or technical analysis.
- The response to public comments effort has been approximated in or Cost Estimate Table. Any required effort in excess of these amounts will be covered under separate authorization.
- Additional time for participation in meetings and hearings beyond the level of effort included in this proposal will be provided on a time and materials basis.
- The Cost Estimate Table demonstrates the level of effort and direct costs currently assumed.
- Budgets may be shifted between line items to avoid the need for contract amendments.

#### **COST**

The proposed IS/MND scope of work will be prepared on a time-and-materials basis, pursuant to the assumption provided herein and our 2024 Envicom Corporation Professional Fee Schedule for an amount not-to-exceed \$43,030.00. The Optional Technical Studies would be provided for an additional \$13,600.00.

We appreciate the opportunity to assist you with your project. Please do not hesitate to call if you have any questions about this proposal.

Sincerely,



Laura Kaufman, AICP  
Vice President, Environmental Services

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Authorization to Proceed (signature)

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Date



April 3, 2024  
Proposal to Provide an Initial Study/Mitigated Negative Declaration  
Chesebro Senior Housing Project (*Envicom Project # 2024-025-01*)  
Page 9 of 9

**Daily Correspondence:**

Project Manager: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Billing Correspondence:**

Accounting Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Attachments:**

Chesebro Senior Housing Project IS/MND Cost Estimate  
2024 Envicom Corporation Professional Fee Schedule



**Chesebro Senior Housing Project  
IS/MND Cost Estimate**

<b>Task</b>	<b>Staff/Subconsultants</b>	<b>Hours</b>	<b>Rate</b>	<b>Cost</b>
<b>Labor Costs</b>				
<b>Task 1-Administrative Draft IS/MND</b>				
<i>Project Information Review</i>	Sr. Project Manager	8.0	140.00	1,120.00
	Noise Services Manager	6.0	170.00	1,020.00
	Principal Biologist	6.0	160.00	960.00
<i>IS/MND Preparation</i>	Sr. Project Manager	40.0	140.00	5,600.00
	Associate Project Manager	16.0	125.00	2,000.00
	Environmental Analyst	32.0	105.00	3,360.00
Word Processing	Admin/Word Processing	8.0	80.00	640.00
Graphics	Graphics/GIS	8.0	105.00	840.00
Internal Review/Quality Assurance	VP/Director	12.0	215.00	2,580.00
	<i>Admin Draft IS/MND Subtotal</i>			<b>18,120.00</b>
<b>Task 2-Screencheck Draft IS/MND and MMP</b>				
Response to City Comments	Sr. Project Manager	30.0	140.00	4,200.00
	VP/Director	4.0	215.00	860.00
	Mixed Staff Rate	18.0	115.00	2,070.00
	Admin/Word Processing	6.0	80.00	480.00
	Graphics/GIS	4.0	105.00	420.00
	<i>Screencheck Draft IS/MND and MMP Subtotal</i>			<b>8,030.00</b>
<b>Task 3-Draft IS/MND and MMP for Public Circulation</b>				
Response to City Comments and Elec. Production	Sr. Project Manager	16.0	140.00	2,240.00
	Admin/Word Processing	6.0	80.00	480.00
	Graphics/GIS	4.0	105.00	420.00
	<i>Draft IS/MND and MMP for Public Circulation Subtotal</i>			<b>3,140.00</b>
<b>Task 4-Response to Public Comments, Final IS/MND and MMP</b>				
Response to Comments/Document Revisions	Sr. Project Manager	16.0	140.00	2,240.00
	VP/Director	4.0	215.00	860.00
	Admin/Word Processing	6.0	80.00	480.00
	Graphics/GIS	4.0	105.00	420.00
	<i>Response to Comments, Final IS/MND Subtotal</i>			<b>4,000.00</b>
<b>Task 5-Project Management/Meetings/Team Coordination/Hearing</b>				
Project Management/Administration	Sr. Project Manager	24.0	140.00	3,360.00
	VP/Director	4.0	215.00	860.00
	Admin/Word Processing	16.0	80.00	1,280.00
Public Hearing Preparation/Participation (1)	Sr. Project Manager	6.0	140.00	840.00
	<i>Project Mgmt./Meetings/Team Coord./Hearings Subtotal</i>			<b>6,340.00</b>
	<b>LABOR SUBTOTAL</b>			<b>\$39,630.00</b>
<b>DIRECT COSTS</b>				
<i>Admin Draft IS/MND &amp; Tech Appendices</i>	# of copies and pages TBD			TBD
<i>Public Draft IS/MND &amp; Tech Appendices</i>	# of copies and pages TBD			TBD
<i>Final IS/MND &amp; Tech Appendices</i>	# of copies and pages TBD			TBD
<i>SCCIC + NHM Fees (est.)</i>				900.00
General Materials, Copies, Mileage, and Other Direct Costs				2,500.00
	<b>MATERIALS/DIRECT COSTS ESTIMATE (not including SCCIC)</b>			<b>\$3,400.00</b>
	<b>LABOR AND DIRECT COSTS TOTAL</b>			<b>\$43,030.00</b>
<b>OPTIONAL TECHNICAL STUDIES</b>				
TS.01 Air Quality and Greenhouse Gas Emissions Analysis	Envicom Corporation			6,000.00
TS.02 Cultural Resources Study	Envicom Corporation			4,300.00
TS.03 Phase I Environmental Site Assessment	Citadel EHS			3,300.00
	<b>OPTIONAL TECHNICAL STUDIES TOTAL</b>			<b>13,600.00</b>



**PROFESSIONAL FEE SCHEDULE**  
**January 1, 2024**

The Envicom Professional Fee Schedule provides the rates for labor, expenses, and reimbursable costs that will be charged for our professional and support services. The following provides a breakdown for our Personnel, Project-Related Expenses, and Equipment Rates

**PERSONNEL**

Principal	\$230.00
Director	\$160.00-215.00
Senior Project Manager	\$130.00-\$180.00
Noise Services Manager	\$170.00
Principal/Senior Biologist	\$125.00-155.00
Project Manager	\$115.00-\$135.00
Associate Project Manager	\$100.00-\$115.00
Environmental Analyst/Planner	\$85.00-\$115.00
Staff Biologist	\$85.00-\$115.00
Restoration Ecologist/Arborist	\$135.00
GIS/Mapping	\$100.00-\$150.00
Cultural Resource Field Technician/Monitor	\$65.00-\$90.00
Project Assistant/Production Specialist	\$80.00
Intern	\$55.00

Expert Witness testimony: One and one half times above listed rates (including depositions).

**PROJECT-RELATED EXPENSES**

A **communication fee** of three percent (3%) of total labor billings will be charged for in-house costs for phone, fax, e-mail, postage, personal computer use, interim working copy reproductions and records maintenance/retention. **Travel expenses** (hotels, meals, rental vehicles, etc.) are charged at cost plus ten percent (10%). Per Diem charge for subsistence may be negotiated in lieu of actual direct expenses for hotels/meals. **Printing/Reproduction** rates for black and white copies will be charged at \$0.15 per page and in-house color copies at \$1.00 per 8.5x11 and \$1.50 per 11x17 copy. Oversized copies and plots will be as quoted. **Personal vehicle** use will be at the current IRS rate per mile. **Out of pocket direct expenses** identifiable to an assignment will be charged at cost plus ten percent (10%). **Subcontractors and sub-consultants** services billed at cost plus 10 percent (10%).

**EQUIPMENT RATES**

Envicom Corporation charges for consumable field materials and specialized equipment.

General Field Consumables (Stakes, Flagging, Plant and Tree Tags)	Cost + 10%
Water Quality Sampling (Temp, pH, DO, Turbidity)	\$60.00/day
Noise Meter	\$125.00/day
GPS	\$100.00/day
4 x 4 Trucks	\$100.00/day



**ATTACHMENT B**

Agreement for Consultant Services with  
Envicom Corporation

AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Envicom Corporation  
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Laura Kaufman  
CONSULTANT'S ADDRESS: 4165 E. Thousand Oaks Blvd.  
Suite 290  
Westlake Village, CA 91362  
CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager  
PREPARED BY: Katrina Garcia  
COMMENCEMENT DATE: May 8, 2024  
TERMINATION DATE: May 8, 2025  
CONSIDERATION: Contract Price  
Not to Exceed: \$56,630

**ADDITIONAL SERVICES** *(Describe Services, Amount, and Approval):*

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Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Authorized By: \_\_\_\_\_  
*(Not to Exceed 10% of Contract Price)* City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF AGOURA HILLS AND ENVICOM  
CORPORATION**

**THIS AGREEMENT** is made and effective as of May 8, 2024, between the City of Agoura Hills, a municipal corporation ("City") and Envicom Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on May 8, 2024, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 8, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of one year[s] upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

**2. SERVICES**

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

**3. PERFORMANCE**

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

**4. PAYMENT**

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Fifty Six Thousand Six Hundred Thirty Dollars and Zero Cents (\$56,630.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.



B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

#### **5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

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 said 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 "**PAYMENT**" herein.

#### **6. DEFAULT OF CONSULTANT**

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within

such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

## **7. OWNERSHIP OF DOCUMENTS**

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## **8. INDEMNIFICATION**

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers (collectively “Indemnitees”) free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively “Claims”), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant’s own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

## 9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option

of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

G. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

## 10. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be under Consultant's exclusive direction and control. Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents.

B. 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 City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at

locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

## **11. PERS COMPLIANCE AND INDEMNIFICATION**

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in

providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

## **12. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

## **13. RELEASE OF INFORMATION**

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review

any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**14. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, California 91301  
Attention: City Manager

To Consultant: **Envicom Corporation**  
**4165 E. Thousan Oaks Blvd. Ste. 290**  
**Westlake Village, CA 91362**  
**Attention: Laura Kaufman**

**15. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

**16. LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**17. GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.



**18. PROHIBITED INTEREST**

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**19. EXHIBITS**

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

**20. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**21. AMENDMENT OF AGREEMENT**

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

**22. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
Illece Buckley Weber,  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
Date Approved by City Council: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**CONSULTANT**

Envicom Corporation  
4165 E. Thousand Oaks Blvd. Ste. 290  
Westlake Village, CA 91362  
Laura Kaufman  
(818) 879-4700

By: \_\_\_\_\_  
Name: Travis Cullen  
Title: President

By: \_\_\_\_\_  
Name: Primo Tapia  
Title: Vice President

**[Signatures of Two Corporate Officers Required]**

**EXHIBIT A**

**TASKS TO BE PERFORMED**

*The specific elements (scope of work) of this service include:*

*See Attached*

*Proposal to Provide an Initial Study/Mitigated Negative Declaration  
Chesebro Senior Housing Project (Envicom Project #2024-025-01)*



April 3, 2024

City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, California 91301

Attn: Katrina Garcia, Associate Planner

Subj: Proposal to Provide an Initial Study/Mitigated Negative Declaration  
Chesebro Senior Housing Project (*Envicom Project # 2024-025-01*)

Dear Ms. Garcia,

Envicom Corporation (Envicom) is pleased to submit this proposal to prepare an Initial Study leading to a Mitigated Negative Declaration (IS/MND), pursuant to the California Environmental Quality Act (CEQA) for the proposed Chesebro Senior Housing Project (project) proposed by Agoura Medical Partners, LLC (applicant) on the northwest corner of Agoura Road and Chesebro Road in the City of Agoura Hills (City). This proposal represents our estimate of the scope of work and level of effort required, based on the project plans, and the project reports/studies sent to us on the following topics (though not yet thoroughly reviewed): Slope Analysis, Vehicle Miles Traveled (VMT), Geology, Oak Trees, Biological Resources, Hydrology and Low Impact Development (LID), and Noise.

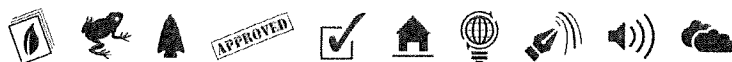
### **PROJECT UNDERSTANDING**

The project is proposed for a vacant approximately 1.82-acre site on the northwest corner of Agoura Road and Chesebro Road, comprising the following Assessor Parcel Numbers (APNs): 2061-012-012, -014, -015, -018, -047, -048, & -049. The applicant proposes to develop a residential senior care facility on the site, with 76 beds for assisted living and memory care in a proposed two-story, 46,136 square-foot (SF) building. Parking areas are proposed to provide approximately 27 spaces (including two accessible parking stalls and one van accessible loading space). The current City zoning for the property is Business Park – Open Space – Old Agoura Design Overlay District – Freeway Corridor Overlay District (BP-OP-OA-FC), and the General Plan land use designation is Commercial Retail Services.

### **Technical Studies List**

The following list identifies the technical studies that we anticipate will be needed to complete the IS/MND along with the responsible parties.

- Application, Project Descriptive Materials, Site Plan, Elevations, Landscape Plans, Grading Plans, Utilities Information and Plans (Applicant Team)
- Air Quality and Greenhouse Gas (GHG) Emissions (Envicom - Optional)
- Cultural Resources and Paleontology (Envicom - Optional)
- Geology and Soils (Project Team)



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- Hazards/Hazardous Materials - Phase I Environmental Site Assessment (ESA) (Envicom - Optional)
- Hydrology and Water Quality/LID (Applicant Team)
- Noise and Vibration (Applicant Team)
- Transportation (Applicant Team)
- Utilities and Service Systems – project usage and design issues (Applicant Team)
- Visual Simulations (if deemed necessary) (Applicant Team)

## **SCOPE OF WORK**

### **Task 1 – Administrative Draft IS/MND**

Envicom will review the materials provided and where information is lacking, provide an information needs list. Envicom will provide a review of the technical studies for CEQA-adequacy. We assume that technical studies provided by the project team will be adequate to support a CEQA analysis, providing existing conditions, impacts and mitigation measures addressing the applicable questions on the City’s Initial Study Checklist. Should studies have inadequacies requiring extensive Envicom comments and/or Envicom review of substantially updated reports, additional scope and budget may be required.

We will prepare an Initial Study pursuant to CEQA and the City’s requirements, which is anticipated to lead to an IS/MND. Envicom will coordinate with the appropriate members of the team to obtain all project descriptive materials, including the project application. Envicom will review the materials and technical studies provided by the project team and provide a list of further data needs related to preparation of the IS/MND. Only minor comments and no substantive second review of the studies will be required.

The Project Description will be prepared early in the process, and circulated within the City to confirm our understanding of the project proposal and the project components that will be evaluated for potential environmental impacts under CEQA. The City’s comments will be incorporated into the Administrative Draft IS/MND. The IS/MND will address all topical areas contained in the City’s Initial Study Checklist. An explanation supporting the findings under each topical area will be provided. Analysis will be supported by technical documents or other data sources to be cited in footnotes. Project technical studies will be included as appendices. Envicom will provide an Administrative Draft IS/MND for the project team to review and comment in MS Word “highlight changes” (i.e., underline and strikethrough format).

#### *Deliverables:*

- Administrative Draft IS/MND (MS Word and PDF format).

### **Task 2 – Screencheck Draft IS/MND and MMP**

Upon receipt of one consolidated set of City comments, Envicom will prepare the Screencheck Draft MND. A Mitigation Monitoring Program (MMP) will be prepared, addressing all mitigation measures necessary to reduce project environmental impacts to a less than significant level. We

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will provide the Screencheck Draft IS/MND and MMP to the City for review and comment in highlight changes.

*Deliverables:*

- Screencheck Draft IS/MND and MMP (MS word and PDF format) for City review.

**Task 3 – Draft IS/MND and MMP for Public Circulation**

Upon receipt of one consolidated set of minor final comments from City staff, Envicom will make required revisions to prepare the IS/MND and MMP for public review.

The City will be responsible for public distribution of the documents, including preparation of the Notice of Intent to adopt the MND, City Clerk posting, newspaper publication and mailing, as required by CEQA. Electronic distribution by the City is assumed to the extent possible. The costs associated with production of the Draft IS/MND will be provided once the number of copies and size of the document are better known. Thus, these costs are shown as “To Be Determined” (TBD) in our Cost Estimate Table.

*Deliverables:*

- Public Circulation Draft of the IS/MND and MMP (MS Word and PDF format). The number of hard copies is TBD in coordination with the City Planning Department.

**Task 4 – Response to Public Comments, Final IS/MND and MMP**

Upon completion of an assumed 20-day public review period for the Draft IS/MND, we will respond to public and agency comments received during the public review period. Prior to receipt of these comments, it is difficult to estimate the level of effort required to prepare responses. The response to comments effort has been estimated in our Cost Estimate Table. Should the comments received be more extensive than anticipated, additional time required to respond will be billed on a time and materials basis, upon mutual agreement and City authorization. The number of hard copies and electronic versions is not known at this time and will be determined in coordination with the City. Thus, these costs are shown TBD in our Cost Estimate Table. We will prepare a draft of the components for City review, followed by a revised, completed Final IS/MND for City use.

*Deliverables:*

- Draft Response to Comments, Draft Final IS/MND and MMP (MS Word and PDF format) for City review.
- Final Response to Comments, Final IS/MND and MMP (MS Word and PDF format). The number of hard copies is TBD in coordination with the City Planning Department.

**Task 5 – Project Management/Meetings/Team Coordination/Hearing**

We anticipate the need to coordinate with City staff and attend meetings throughout the process. We recognize that sufficient coordination to obtain data, discuss project issues and determine strategic approaches is critical to providing high quality service and products and avoiding delays. To this end, we have included an estimated budget for project management, meeting and

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coordination. Additional budget may be required if participation in regularly scheduled meetings is requested.

We anticipate the need to prepare for and participate in one public hearing for this project. If necessary, preparation and participation at additional hearings would be provided under separate authorization.

## **OPTIONAL TECHNICAL STUDIES**

### *Air Quality and Greenhouse Gas Emissions Analysis*

Envicom will utilize data on the construction program and operational project characteristics to model anticipated air quality and GHG emissions impacts for the proposed project. The studies will be conducted using South Coast Air Quality Management District (SCAQMD) and City approved methods and thresholds. Our analysis will be incorporated into the Initial Study without a stand-alone report. Relevant technical data will be provided in an appendix. The air quality and GHG emissions analysis tasks are currently proposed to include:

#### *Air Emissions Modeling and GHG Calculations*

- Coordinate with the project team to gather relevant project data as available and using California Emissions Estimator Model (CalEEMod) to quantify emissions anticipated to result from construction and operation of the proposed project.
- Using SCAQMD methodology, provide a quantitative evaluation of potential impacts by comparing the project's estimated emissions of criteria pollutants to SCAQMD significance thresholds.
- Model and discuss potential Local Significance Thresholds impacts according to SCAQMD guidance.
- Use CalEEMod data to quantify the CO<sub>2</sub> equivalent (CO<sub>2</sub>e) emission estimates for Project GHG impact discussion.
- Provide a qualitative analysis of project related GHG emission impacts from construction and operations within the context of the SCAG 2024 RTP/SCS and any relevant City documents.

#### *Air Quality and Greenhouse Gas Emissions Study Assumptions*

- Project trip generation data and data on the construction program and operational project characteristics will be provided by the project team well in advance of the anticipated completion date of the study.
- The client will provide the anticipated construction equipment list and activity durations to Envicom. If not available the analysis will rely on standard assumptions for construction that are generated by CalEEMod.
- The project site plan and project data relevant to this study will not change after initiation of the study.

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- A Health Risk Assessment (HRA) of toxic air contaminants is not included in this study. If required by the City an HRA analysis can be provided under separate authorization.
- The analysis will be incorporated into the IS/MND document, without a “stand-alone” report. Technical data will be provided in an appendix to the IS/MND.

### ***Cultural Resources Phase I Assessment***

Envicom will complete a Cultural Resources Phase I Assessment of the project site. This assessment includes a State of California cultural resource database record search at the South Central Coastal Information Center (SCCIC) on the campus of California State University Fullerton, a record search with the Native American Heritage Commission (NAHC), a record search at the Natural History Museum of Los Angeles County (NHM), and a physical survey of the property. The findings of the Cultural Resources Phase I Assessment record searches and site visit will be included in a stand-alone report. This proposal assumes that the findings of the cultural resource assessment will be negative (i.e., no significant resources). Our scope of work tasks are as follows:

#### *Documents Research including SCCIC, NAHC, and NHM Record Searches*

Envicom will complete various document records searches that encompass the project development footprint, plus a 0.25-mile radius. Research within the study area identifies whether previously known or recorded cultural resources are present, provides a regional cultural resource context for the project site, and helps assess cultural resource sensitivity for the project. The following tasks will be performed:

- Contact the SCCIC at California State University Fullerton and request a record search for previously identified prehistoric and historic cultural resources and technical studies that have been completed within the project study area.
- Contact the NAHC and request that they review their Sacred Lands File to determine if any previously identified Tribal Cultural Resources are located within the project study area.
- Research historic map and aerial photograph archives for potential information on whether older historic cultural resources were once located in the project development footprint, and whether the project region should be considered sensitive for older historic cultural resources.
- Contact the NHM and request that they complete a paleontological record search for significant fossils that have previously been found within the project study area.

#### *Project Site Visit*

Envicom will complete a pedestrian survey of the project development footprint in accordance with the Secretary of the Interior’s Standards and Guidelines for Archaeological and Historic Preservation (48 FR 44716, Sept. 29, 1983). The survey will involve the visual examination of the project site only and will not involve subsurface testing. The site visit will also provide a visual context of existing site conditions for the project, which will be compared to the findings from the record searches. Envicom anticipates that no cultural resources will be encountered by the pedestrian survey.



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### *Report of Cultural Resource Findings*

Envicom will prepare a letter report that provides the findings of the literature searches and pedestrian surveys, evaluates impacts, and provide recommendations, if necessary.

### *Cultural Resources Phase I Assessment/Survey Assumptions*

- The above proposal assumes that the findings will be negative for cultural resources. If either the record search or site survey result in positive findings, then a report that follows California State Office of Historic Preservation guidelines, and that includes additional background context information, will be produced. Any positive findings report work would require subsequent work authorization to include the scope needed to address the breadth and scope of the discovered findings.
- Paleontological sensitivity for the site and recommendations will be reported in the Cultural Resources Phase I Assessment. The CEQA Guidelines Checklist questions address Paleontological Resources as part of Geology/Soils. If a Geology/Soils EIR Section is prepared (pending the outcomes of technical studies yet to be prepared), paleontological resources will be evaluated therein; however, if that issue is scoped out of EIR analysis, paleontology will be addressed with Cultural Resources EIR Section.
- Additional authorization would be required for:
  - Subsurface investigations related to cultural site subsurface surveys (Phase Ib), site evaluations (Phase II), or cultural site data recovery (Phase III), or any evaluation or data recovery plans, communications, or meetings related to such tasks and for formal evaluation of archaeological sites or historic resources for eligibility to the National Register of Historic Places or the California Register of Historic.
  - Consultation with the Lead Agency, Permitting Agency, State Historic Preservation Officer, or any Native American Tribal Group representatives. The City, as lead agency, is assumed responsible for Native American Tribal outreach for CEQA consultation.
  - Any cultural resource not currently recorded and that are discovered through field survey or any other research method as being located within the project development footprint will require the completion of an official California Department of Parks and Recreation site record form, and possible further field assessment. If previously recorded sites are onsite, then updates to the DPR forms may be required. These circumstances would be considered an out-of-scope tasks.
  - Further paleontological survey, which may be recommended if exposed rock units are observed by the field survey archaeologists.
- Envicom will receive one (1) set of combined client/City comments on the draft report.

SCCIC and NHM fees are not certain prior to the submittal of a request for a record search. Based on previous similar projects in the project area, Envicom anticipates that the NHM and SCCIC fees

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will be approximately \$900.00 combined. However, if the final information center invoices exceed this amount, any additional cost will be passed on to the client.

### ***Phase I Environmental Site Assessment***

Envicom teaming partner, Citadel EHS (Citadel), will prepare a Phase I ESA for use in the IS/MND. The report findings will be summarized in the IS/MND analysis, and the full report will be provided in an appendix. Citadel's scope of work will consist of a site visit, records search, and draft and final report preparation.

### ***Assumptions***

- The evaluation will address APNs 2061-012-012, -014, -015, -018, -047, -048, & -049, which cover approximately 1.82 acres of land.
- The Phase I ESA will adhere to the standards set forth in American Society for Testing and Materials (ASTM) E1527-21, Standard Practice for Environmental Site Assessments, and the "All Appropriate Inquiry" Rule published in 40 CFR Part 312.
- No Phase I ESA can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of the ASTM practice is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with a property, and the ASTM practice recognizes reasonable limits of time and cost.
- If the Phases I ESA results in a recommendation for additional investigation or remediation beyond the Phase I scope, the additional work would require a separate scope and cost authorization.
- Appropriate inquiry does not mean an exhaustive assessment of a clean property.
- The results of the study will be provided in a stand-alone report.

### **DIRECT COSTS**

Direct costs to be incurred in our scope of work include but would not be limited to, materials and supplies, equipment usage, mileage, copying, delivery, mailing, and communications charges. Our billing rates are indicated on the 2024 Envicom Corporation Professional Fee Schedule (attached).

### **SCOPE OF WORK AND COST ASSUMPTIONS**

This proposal includes the assumptions within the scope of work above and attached Cost Estimate Table, as well as the following:

- The technical studies that are provided to Envicom are assumed to be adequate to support the CEQA analysis, requiring minimal to no review comments.
- An IS/MND is the appropriate CEQA document.
- The project description will not substantively change subsequent to the start of preparation of the technical studies or IS/MND.

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- The applicant will provide site plans, grading plans, and drainage plans that adequately depict the proposed project for use in the MND.
- If necessary, additional technical studies will be provided under separate authorization.
- The cost is dependent upon the number of review cycles cited above and review by City staff. Additional iterations / review cycles and/or attorney review may result in additional costs and the need for a contract amendment.
- Comments received from the City will not result in substantial changes to the project description and/or technical analysis.
- The response to public comments effort has been approximated in or Cost Estimate Table. Any required effort in excess of these amounts will be covered under separate authorization.
- Additional time for participation in meetings and hearings beyond the level of effort included in this proposal will be provided on a time and materials basis.
- The Cost Estimate Table demonstrates the level of effort and direct costs currently assumed.
- Budgets may be shifted between line items to avoid the need for contract amendments.

**COST**

The proposed IS/MND scope of work will be prepared on a time-and-materials basis, pursuant to the assumption provided herein and our 2024 Envicom Corporation Professional Fee Schedule for an amount not-to-exceed \$43,030.00. The Optional Technical Studies would be provided for an additional \$13,600.00.

We appreciate the opportunity to assist you with your project. Please do not hesitate to call if you have any questions about this proposal.

Sincerely,



Laura Kaufman, AICP  
Vice President, Environmental Services

\_\_\_\_\_  
Authorization to Proceed (signature)

\_\_\_\_\_  
Date



April 3, 2024  
Proposal to Provide an Initial Study/Mitigated Negative Declaration  
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**Daily Correspondence:**

Project Manager: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Billing Correspondence:**

Accounting Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Attachments:**

Chesebro Senior Housing Project IS/MND Cost Estimate  
2024 Envicom Corporation Professional Fee Schedule



**Chesebro Senior Housing Project**  
**IS/MND Cost Estimate**

Task	Staff/Subconsultants	Hours	Rate	Cost
<b>Labor Costs</b>				
<b>Task 1-Administrative Draft IS/MND</b>				
<i>Project Information Review</i>	Sr. Project Manager	8.0	140.00	1,120.00
	Noise Services Manager	6.0	170.00	1,020.00
	Principal Biologist	6.0	160.00	960.00
<i>IS/MND Preparation</i>	Sr. Project Manager	40.0	140.00	5,600.00
	Associate Project Manager	16.0	125.00	2,000.00
	Environmental Analyst	32.0	105.00	3,360.00
Word Processing	Admin/Word Processing	8.0	80.00	640.00
Graphics	Graphics/GIS	8.0	105.00	840.00
Internal Review/Quality Assurance	VP/Director	12.0	215.00	2,580.00
	<i>Admin Draft IS/MND Subtotal</i>			<b>18,120.00</b>
<b>Task 2-Screencheck Draft IS/MND and MMP</b>				
Response to City Comments	Sr. Project Manager	30.0	140.00	4,200.00
	VP/Director	4.0	215.00	860.00
	Mixed Staff Rate	18.0	115.00	2,070.00
	Admin/Word Processing	6.0	80.00	480.00
	Graphics/GIS	4.0	105.00	420.00
	<i>Screencheck Draft IS/MND and MMP Subtotal</i>			<b>8,030.00</b>
<b>Task 3-Draft IS/MND and MMP for Public Circulation</b>				
Response to City Comments and Elec. Production	Sr. Project Manager	16.0	140.00	2,240.00
	Admin/Word Processing	6.0	80.00	480.00
	Graphics/GIS	4.0	105.00	420.00
	<i>Draft IS/MND and MMP for Public Circulation Subtotal</i>			<b>3,140.00</b>
<b>Task 4-Response to Public Comments, Final IS/MND and MMP</b>				
Response to Comments/Document Revisions	Sr. Project Manager	16.0	140.00	2,240.00
	VP/Director	4.0	215.00	860.00
	Admin/Word Processing	6.0	80.00	480.00
	Graphics/GIS	4.0	105.00	420.00
	<i>Response to Comments, Final IS/MND Subtotal</i>			<b>4,000.00</b>
<b>Task 5-Project Management/Meetings/Team Coordination/Hearing</b>				
Project Management/Administration	Sr. Project Manager	24.0	140.00	3,360.00
	VP/Director	4.0	215.00	860.00
	Admin/Word Processing	16.0	80.00	1,280.00
Public Hearing Preparation/Participation (1)	Sr. Project Manager	6.0	140.00	840.00
	<i>Project Mgmt./Meetings/Team Coord./Hearings Subtotal</i>			<b>6,340.00</b>
<b>LABOR SUBTOTAL</b>				<b>\$39,630.00</b>
<b>DIRECT COSTS</b>				
<i>Admin Draft IS/MND &amp; Tech Appendices</i>	# of copies and pages TBD			TBD
<i>Public Draft IS/MND &amp; Tech Appendices</i>	# of copies and pages TBD			TBD
<i>Final IS/MND &amp; Tech Appendices</i>	# of copies and pages TBD			TBD
<i>SCCIC + NHM Fees (est.)</i>				900.00
General Materials, Copies, Mileage, and Other Direct Costs				2,500.00
<b>MATERIALS/DIRECT COSTS ESTIMATE (not including SCCIC)</b>				<b>\$3,400.00</b>
<b>LABOR AND DIRECT COSTS TOTAL</b>				<b>\$43,030.00</b>
<b>OPTIONAL TECHNICAL STUDIES</b>				
TS.01 Air Quality and Greenhouse Gas Emissions Analysis	Envicom Corporation			6,000.00
TS.02 Cultural Resources Study	Envicom Corporation			4,300.00
TS.03 Phase I Environmental Site Assessment	Citadel EHS			3,300.00
<b>OPTIONAL TECHNICAL STUDIES TOTAL</b>				<b>13,600.00</b>

**EXHIBIT B**  
**PAYMENT RATES AND SCHEDULE**



**PROFESSIONAL FEE SCHEDULE**  
**January 1, 2024**

The Envicom Professional Fee Schedule provides the rates for labor, expenses, and reimbursable costs that will be charged for our professional and support services. The following provides a breakdown for our Personnel, Project-Related Expenses, and Equipment Rates

**PERSONNEL**

Principal	\$230.00
Director	\$160.00-215.00
Senior Project Manager	\$130.00-\$180.00
Noise Services Manager	\$170.00
Principal/Senior Biologist	\$125.00-155.00
Project Manager	\$115.00-\$135.00
Associate Project Manager	\$100.00-\$115.00
Environmental Analyst/Planner	\$85.00-\$115.00
Staff Biologist	\$85.00-\$115.00
Restoration Ecologist/Arborist	\$135.00
GIS/Mapping	\$100.00-\$150.00
Cultural Resource Field Technician/Monitor	\$65.00-\$90.00
Project Assistant/Production Specialist	\$80.00
Intern	\$55.00

Expert Witness testimony: One and one half times above listed rates (including depositions).

**PROJECT-RELATED EXPENSES**

A **communication fee** of three percent (3%) of total labor billings will be charged for in-house costs for phone, fax, e-mail, postage, personal computer use, interim working copy reproductions and records maintenance/retention. **Travel expenses** (hotels, meals, rental vehicles, etc.) are charged at cost plus ten percent (10%). Per Diem charge for subsistence may be negotiated in lieu of actual direct expenses for hotels/meals. **Printing/Reproduction** rates for black and white copies will be charged at \$0.15 per page and in-house color copies at \$1.00 per 8.5x11 and \$1.50 per 11x17 copy. Oversized copies and plots will be as quoted. **Personal vehicle** use will be at the current IRS rate per mile. **Out of pocket direct expenses** identifiable to an assignment will be charged at cost plus ten percent (10%). **Subcontractors and sub-consultants** services billed at cost plus 10 percent (10%).

**EQUIPMENT RATES**

Envicom Corporation charges for consumable field materials and specialized equipment.

General Field Consumables (Stakes, Flagging, Plant and Tree Tags)	Cost + 10%
Water Quality Sampling (Temp, pH, DO, Turbidity)	\$60.00/day
Noise Meter	\$125.00/day
GPS	\$100.00/day
4 x 4 Trucks	\$100.00/day

