

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF CATHEDRAL CITY
AND
The Altum Group.**

THIS AGREEMENT, is made and entered into this ____ day of ____ 2015, by and between the City of Cathedral City, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as the "City", and Altum Group, hereinafter referred to as "Consultant".

RECITALS:

WHEREAS, the City has identified a need to hire a Consultant to perform an Environmental Analysis, as provided by the "Scope of Services", for the Edom Hill Composting Facility project (TT15-012) in order to maintain a timely development schedule; and

WHEREAS, Consultant represents that it is specially trained, experienced and competent to perform the professional and technical services that will be required by this Agreement; and

WHEREAS, Consultant possesses the skills, experience, ability, background, certification and knowledge to provide the professional and technical services described by this Agreement on the terms and conditions described therein; and

WHEREAS, the City desires to retain Consultant to render professional environmental services in order to assist the Planning Division of the City's Community Development Department in completing an Initial Study and Mitigated Negative Declaration as more particularly described in the Scope of Services as set forth herein or attached hereto as Exhibit "A".

Now therefore, in consideration of the covenants, conditions and promises contained herein, the parties agree as follows:

Section 1. SCOPE OF SERVICES

A. Consultant shall provide to the City those services as set forth in the "Scope of Services", attached hereto as Exhibit "A", and incorporated herein by this reference.

B. Consultant shall perform said services at the time, place, and in the manner specified in Exhibit "A", subject to the direction of the City through its staff and in a manner satisfactory to the 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.

{THIS PORTION IS INTENTIONALLY BLANK}

Section 2. PERFORMANCE SCHEDULE

Consultant shall perform those services set forth in the Scope of Services pursuant to the "Performance Schedule" attached hereto as Exhibit "B", and incorporated herein by this reference as though set forth at length. Consultant shall not be held responsible for delays beyond its control.

Section 3. COMPENSATION

City agrees to pay Consultant for and in consideration of the faithful performance of the consulting services and duties set forth in this Agreement, and Consultant agrees to accept from City, as and for compensation for the faithful performance of said services and duties, an amount not to exceed Fourteen Thousand, One Hundred Twenty dollars (\$14,120), in accordance with the "Schedule of Charges", attached hereto as Exhibit "C", and incorporated herein by this reference.

Section 4. METHOD OF PAYMENT

A. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures, and the percentage of the project that is complete. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City staff, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement, provided further that the number of hours of service set forth in the invoice reflect the amount of time ordinarily expended for such service by members of the profession currently practicing in the same locality under similar conditions, and provided further that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement.

B. When payments made by City equal ninety-five percent of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by the City.

C. The Consultant shall submit invoices under this Agreement to:

Robert Rodriguez
Development Services Manager
Planning Division
Community Development Department
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234
Telephone: (760) 770-0344
Facsimile: (760) 202-1460
rrodriguez@cathedralcity.gov

Section 5. EXTRA WORK

At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work, without written authorization from the City.

Section 6. TERMINATION

This Agreement may be terminated by the City immediately for cause. The City may terminate this Agreement without cause upon fifteen (15) calendar days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

Section 7. OWNERSHIP OF DOCUMENTS

All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at their expense, provide such reports, plans, studies, documents and other writings to the City upon written request.

Section 8. PROTECTION AND CORRECTION OF WORK

A. Consultant shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work performed by Consultant, and the equipment, materials, papers and other components thereof to prevent losses or damages.

B. The performance of services by Consultant shall not relieve Consultant from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the City, when such inaccuracies are due to the fault of Consultant.

Section 9. **CONFIDENTIALITY**

A. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Until the release of the documents for public review, such materials shall not, without prior written consent of the City, be used by Consultant for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.

B. Consultant shall not use the City's name or insignia, photographs relating to the project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

Section 10. **CONSULTANT'S BOOKS AND RECORDS**

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

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

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. During the project approval process and 120 days afterward the Consultant shall make these records available at no expense to the City. Once the project has been approved and/or 120 days has passed since project approval the City shall provide 3 days' notice to the consultant on any records request and the records can be delivered to the City electronically or hard copy at a mutually agreed price for materials. All records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

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

Section 11. INDEPENDENT CONTRACTOR'S STATUS: NOT AN AGENT OF CITY

Consultant shall at all times during the term of this Agreement remain, as to the City, a wholly independent contractor and shall perform the services described in this Agreement as an independent contractor. Neither the City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Nothing contained in this Agreement shall be deemed, construed or represented by the City or Consultant or by any third person to create the relationship of principal and agent and Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. Consultant shall have no authority, expressed or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Consultant have any authority, expressed or implied, to bind the City to any obligation whatsoever.

Section 12. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF CONSULTANT

A. Consultant represents and acknowledges the following:

1. The City is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

2. Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

3. The services described in this Agreement will be performed without the use of City equipment, materials, tools or facilities.

4. Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

5. The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

6. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are “employees” of the City.

B. The City represents and acknowledges the following:

1. Consultant is not required to comply with daily instructions from City staff with respect to when, where or how Consultant must perform the services set forth in this Agreement.

2. Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

3. The City will not hire, supervise or pay any assistants working for Consultant pursuant to this Agreement.

4. Nothing in this Agreement shall be interpreted to imply that the Consultant must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

5. It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

6. Consultant is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

7. Unless deemed necessary under certain circumstances, Consultant is not required to perform the services set forth in this Agreement at City Hall or on City-owned property.

8. Other than attendance at required public meetings and public hearings and complying with procedural requirements set forth by law, Consultant is not required to perform the services set forth in the Agreement in any particular order or sequence.

9. Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

[THIS PORTION IS INTENTIONALLY BLANK]

Section 13.

CONFLICTS OF INTEREST

A. Consultant (including its principals, associates and professional employees) covenants and represents that it does not have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source or income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

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

1. Does not make or participate in:

- (a) The making of any governmental decisions regarding approval of a rate, rule, or regulation, the adoption or enforcement of laws;
- (b) The issuance, denial, suspension or revocation of permits, licenses, applications, certificates, approvals, orders, or similar authorization or entitlement;
- (c) Authorizing the City to enter into, modify, or renew a contract;
- (d) Granting City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
- (e) Granting City approval to a plan, design, report, study, or similar item;
- (f) Adopting, or granting City approval of, policies, standards, or guidelines for the City or for any subdivision thereof.

2. Does not serve in a staff capacity with the City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City of Cathedral City's or City's Conflict of Interest Code or under Government Code Section 87302.

C. In the event the City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk.

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

Section 14. PROFESSIONAL ABILITY; WARRANTY; FAMILIARITY WITH WORK

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

B. Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

C. By executing this Agreement, Consultant warrants that it:

1. Has thoroughly investigated and considered the work to be performed;
2. Has investigated the issues, regarding the scope of services to be provided;
3. Has carefully considered how the work should be performed; and
4. Fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

D. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the appropriate City representative.

Section 15. COMPLIANCE WITH LAWS

Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder.

Section 16. NONDISCRIMINATION

A. Consultant shall comply with the City's employment related nondiscrimination policies as set forth in the Cathedral City Municipal Code, as it may be amended from time to time.

B. Consultant acknowledges that the City's employment related nondiscrimination policies prohibit discrimination on the basis of an individual's sex, marital status, race, color, religion, ancestry, national origin, physical handicap, sexual orientation, and domestic partner status.

Section 17. INDEMNIFICATION

A. Consultant shall defend, indemnify and hold harmless the City of Cathedral City and its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, (including any and all costs and expenses in connection wherein), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City of Cathedral City and its officers, agents, employees or volunteers.

B. The City does not, and shall not, waive any rights that it may have against Consultant under this Section because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

C. Notwithstanding the provisions of subsections a. and b. of this section, Consultant shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the City to furnish timely information or to approve or disapprove Consultant's work promptly, or by reason of delay or faulty performance by the City, construction contractors, or governmental agencies, or by reason of any other delays beyond Consultant's control, or for which Consultant is without fault.

Section 18.

INSURANCE REQUIREMENTS

A. Policies. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies;

1. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) calendar days prior to such change.

2. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

4. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per occurrence.

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

1. The City of Cathedral City and the City, their elected or appointed officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

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

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

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

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

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

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

[THIS PORTION IS INTENTIONALLY BLANK]

Section 19. NOTICES

A. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City:

Robert Rodriguez
Development Services Manager
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234
Telephone: (760) 770-0344
Facsimile: (760) 202-1460

To Consultant:

Nancy M. Ferguson
Altum Group

73-710 Fred Waring Drive
Suite 219
Palm Desert, California 92260
Telephone: 760.346.4750
Facsimile: 760.340.0089

B. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 20. ENTIRE AGREEMENT

A. This Agreement supersedes any and all other agreements, either oral or written, between the City and Consultant with respect to the subject matter of this Agreement.

B. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

C. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 21. **MODIFICATIONS AND AMENDMENTS**

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 22. **ASSIGNMENT AND SUBCONTRACTING**

A. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the written consent of the City.

B. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the City. If the City consents to such subcontract, Consultant shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

Section 23. **WAIVER**

A. No waiver shall be binding, unless executed in writing by the party making the waiver.

B. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

C. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 24. **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

Section 25. **VENUE**

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

Section 26. **LITIGATION EXPENSES AND ATTORNEYS FEES**

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 27. **TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

Section 28. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the city or for any amount which may become due to Consultant or to its successor, or for any breach of any obligation of the terms of this Agreement.

Section 29. **INTERPRETATION**

This Agreement shall not be interpreted against either party on the grounds that one of the parties was solely responsible for preparing it or caused it to be prepared as both parties were involved in drafting it.

Section 30. **CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 31. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 32. **CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 33. **NO THIRD PARTY BENEFICIARIES**

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

Section 34. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

Section 35. **REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT**

A. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

B. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

Section 36. **PRINCIPAL REPRESENTATIVES**

A. Nancy Ferguson is designated as the principal representatives of Consultant responsible for undertaking, managing and supervising the performance of all of the services set forth in the Scope of Services for this Agreement.

1. Unless otherwise authorized by City in writing, the principal representatives shall perform all such services, including, without limitation, attending all meetings and public hearings required under the Scope of Services.

2. Consultant hereby commits these designated principal representatives to the performance of the Scope of Services, until completion thereof or termination of this Agreement, as provided herein. The experience, knowledge, capability and reputation of these principal representatives were all substantial inducements for the City to enter into this Agreement, and as such, for the purposes of performing the Scope of Services of this Agreement, the duties of the principal representatives shall not be reassigned, without the express written consent of both parties.

B. The ***Planning Division*** shall be the principal representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

[THIS PORTION IS INTENTIONALLY BLANK]

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

City of Cathedral City:

Altum Group

**By: _____
Charles P. McClendon,
City Manager**

**By: _____
Nancy M. Ferguson**

**By: _____
Tami Scott, Risk Manager**

ATTEST:

**By: _____
Tracey Martinez, City Clerk**

APPROVED AS TO FORM:

**By: _____
Charles R. Green, City Attorney**

EXHIBIT 'A'

**Relocation of the Composting Operation
From the EHTS Site to the DSI Site Across the Street
Cathedral City Project No. TT15-012
Cathedral City, California
May 18, 2015**



◆ INTRODUCTION

The Altum Group (Altum) has provided this scope of work for environmental services in support of the proposed relocation of the existing composting operation at the Edom Hill Transfer Station site to the Desert Solutions, Inc (DSI) site on the west side of Edom Hill Road. The new site is approximately 20 acres which will allow for future expansion of the compost facility when needed.

Altum's scope of services in support of the project described above, will focus on the following:

(1) preparation of an Environmental Assessment (EA) that will lead to a Mitigated Negative Declaration (MND) for the project; (2) preparation of technical reports for traffic, air quality, biological resources, cultural resources; (3) coordination with City staff; (4) coordination with subconsultants on technical studies; and attendance at meetings with City staff and one public hearing. The applicant will provide the design drawings and related data such as a description of the project.

◆ SCOPE OF SERVICES

A. *CEQA Environmental Checklist*

Task 1: Project Initiation/Review Project Materials

Under this task Altum will review the applicant's proposed plans and conduct a site visit. Photographs will be taken of the site and surrounding area to characterize the area in the EA Project Description. Prior to preparation of the EA, Burrtec will provide any relevant drawings and reports prepared for the project that can be used in the environmental evaluation of the project. As part of Task 1 we will review these drawings and reports to ensure that they adequately characterize the proposed project.

Task 2: Prepare Administrative Draft Environmental Assessment

Altum will prepare an Administrative Draft EA for the project in compliance with the CEQA Guidelines using an environmental checklist approved by Cathedral City staff. The EA will address all topical issues identified in the checklist and we will rely on data gathered in Task 1 or our experience working on solid waste projects or projects in the local area to respond to the questions. As part of this task we will provide City staff and Burrtec with copies of the Draft EA for review. Once any revisions have been made in response to comments, we will provide a second Administrative Draft for final review before being released for public review.

EXHIBIT 'A'

**Relocation of the Composting Operation
From the EHTS Site to the DSI Site Across the Street
Cathedral City Project No. TT15-012
Cathedral City, California
May 18, 2015**



Task 3: Prepare Draft Environmental Assessment for Public Review

Following receipt of comments on the Administrative Draft EA, Altum will prepare the document for public review, provide a “proof check” copy to City staff and Burrtec for final review, and prepare the Notice of Intent to Adopt a Mitigated Negative Declaration. Up to 50 copies of the document will be burned to a CD and distributed for public review based on a distribution list compiled by Altum and approved by the City. We will also provide up to five (5) hard copies for distribution to the Library, the Public Works Department, the Development Services Department and to Burrtec. This will be discussed during our kick-off meeting (see Task A.5). Because the project requires review by a State Agency (CalRecycle), the EA will be circulated for a 30-day public review period through the State Clearinghouse.

Task 4 Prepare Final Documents

Responding to Comments

Altum will review all written comments received during the public review period and prepare draft responses for internal review (City staff and Burrtec staff). Once City staff and Burrtec provide comments, we will revise the responses and prepare the Final documents

Revisions to the Environmental Assessment

Although not anticipated, minor revisions to the EA can be made to clarify the analysis of the issues based on comments received. Revisions are anticipated to be minor and would not likely affect the project schedule.

Mitigation Monitoring and Reporting Program

Altum will also prepare a Mitigation Monitoring and Reporting Program (MMRP) to be adopted by the City Council when the MND is adopted.

Notice of Determination

Altum will prepare the MND and Notice of Determination (NOD) for filing with the Riverside County Clerk. The documents should be filed within five (5) days of the project approval. Note: our scope does not include any filing fees.

Altum will provide up to five copies of the final EA/MND on CD and two hard copies. In addition all documents will be provided in an electronic format to be appended to the City’s staff report. Copies will also be provided to Burrtec.

EXHIBIT 'A'

**Relocation of the Composting Operation
From the EHTS Site to the DSI Site Across the Street
Cathedral City Project No. TT15-012
Cathedral City, California
May 18, 2015**



Task 5: Coordination and Management

This task covers the project manager's attendance and preparation for up to three meetings with City staff including a kick-off meeting/site visit. This task also includes on-going communication via e-mail and phone. This task also includes coordination with all subconsultants preparing the technical studies. Attendance at one Public Hearing is also included in this task.

This task also addresses internal project management, schedule and budget and is intended to ensure that the project is running on time, is within budget, is technically correct, and is legally defensible.

B. Technical Studies in Support of the Project

We understand that Burrtec is providing design drawings for the site that will include a site plan, drainage plan and grading plan. Based on our understanding of the proposed project, the following additional studies will be required and a scope of work for each study is provided herein:

- Traffic Impact Analysis
- Air Quality and Global Climate Change Impact Analysis
- Cultural Resources Assessment
- Biological Resources Assessment

Task 1: Traffic Impact Analysis

Kunzman Associates will prepare a Traffic Impact Analysis (TIA) for the project based on the following scope of work:

A. Review Site Plan Access Locations and Internal Circulation

- Review project site access locations.
- Assess adjacent roadway general plan classifications, intersection spacing criteria, and driveway spacing criteria.
- Review internal circulation.
- Interface via teleconference with the project applicant/project team (if necessary).
- Make recommendations to project applicant/project team regarding access and internal circulation features (if necessary).

B. Determine Scope of Traffic Impact Analysis With Cathedral City

- Propose project trip generation rates based upon information provided by the applicant

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and the City traffic engineer.

- Propose project trip distribution and assignment based upon anticipated trip patterns for the proposed development.
- Determine the study area, including intersections to be analyzed.
- Identify other development projects and the ambient traffic growth rate to use in the traffic impact analysis.
- Prepare a proposed scoping agreement/memorandum of understanding for the traffic impact analysis, including assumptions and methodology, for City approval.
- Interact with City staff and finalize traffic impact analysis scoping agreement/memorandum of understanding as needed.

C. Inventory Existing Roadway Conditions and Collect Existing Peak Hour Intersection Turning Movement Volume Data

- Procure weekday morning/evening peak hour intersection turning movement counts at up to four (4) study area intersections as necessary.
- Conduct a field inventory of (1) intersection traffic control devices, (2) intersection approach lanes, and (3) roadway link through travel lanes for study area.
- Review existing transit service in the study area.

D. Determine Existing Plus Project Traffic Volumes

- Assign project trip generation and project trip distribution.
- Calculate existing plus project peak hour intersection turning movement traffic volumes at study area intersections.
- Calculate existing plus project daily traffic volumes on study area roadway links.

E. Determine Cumulative Traffic Volumes for Project Full Occupancy Year, Without Project

- Determine trip generation and trip distribution for other development projects (up to 20 cumulative development project as necessary).
- Calculate the background growth component of future traffic volumes.
- Calculate cumulative future peak hour intersection turning movement traffic volumes at study area intersections without project traffic.
- Calculate cumulative future daily traffic volumes on study area roadway links without project traffic.

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F. Determine Cumulative Traffic Volumes for Project Full Occupancy Year, With Project

- Calculate cumulative future peak hour intersection turning movement traffic volumes at study area intersections with project traffic.
- Calculate cumulative future daily traffic volumes on study area roadway links with project traffic.
- Conduct peak hour evaluations of project entrances, including inbound and outbound queue stacking requirements, and traffic signal warrants.

G. Prepare Traffic Impact Analysis (TIA)

- Analyze existing intersection performance based on the Highway Capacity Manual delay methodologies.
- Analyze existing plus project traffic volumes to determine intersection operation performance.
- Determine traffic improvements needed to serve the above traffic scenario.
- Analyze cumulative future traffic volumes to determine intersection operation performance without project traffic.
- Determine traffic improvements needed to serve the above traffic scenario without project traffic.
- Analyze cumulative future traffic volumes to determine intersection operation performance with project traffic.
- Determine traffic improvements needed to serve the above traffic scenario with project traffic.
- Review funding sources for study area circulation improvements, including funded improvements.
- Prepare a draft traffic impact analysis report that incorporates findings and all supporting calculations and assumptions.
- Review one set of client comments, whether verbal or written, and revise draft TIA (if necessary). Revisions requested by third parties (e.g. governmental agencies and/or environmental consultants) are not included in this scope of work. If these are required and requested, additional responses to comments will be billed on a time and materials basis.
- The proposed fee does not include attendance at public hearings/meetings that may be required to secure approval of the project. If these are required and requested, attendance at follow-up meetings or hearings will be billed on a time-and-material basis.

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- A digital PDF version of the traffic/air quality impact analysis will be prepared and submitted to the client. A MS Word version of the report text and MS Excel version of the report tables will also be made available. One (1) hard copy of the TIA can be provided for the City's approval.

Task 2: Air Quality and Global Climate Change Impact Analysis

Kunzman Associates will prepare an Air Quality and Global Climate Change Impact Analysis for the project based on the following scope of work:

A. Identify Existing Air Quality Setting

- Identify applicable international, federal, state, SCAQMD, and local rules and regulations including the State greenhouse gas (GHG) regulations, Assembly Bills (AB) 32 and 1493, Senate Bills (SB) 32, 97, 107, 375, 527, 1368, and 1771, Executive Orders S-3-05 and S-14-08 and Cathedral City's Climate Action Plan.
- Obtain existing air quality data from air quality monitoring stations within the study area utilizing California Air Resources Board (CARB) data sources. Data will be obtained for air pollutants, including ozone, carbon monoxide (CO), nitrogen dioxide (NO₂), PM₁₀, and PM_{2.5}.
- Identify greenhouse gases (GHGs) and their associated impacts to global climate change.
- Identify thresholds of significance for the criteria pollutants and GHGs.

B. Evaluate and Quantify Regional Criteria Pollutants

- Evaluate and quantify regional criteria pollutant and GHG emissions associated with demolition and construction activities for the proposed project utilizing the CalEEMod Model. If significant emission levels are found to be created from construction activities, feasible mitigation will be developed and quantified.
- Evaluate local NO_x, CO, PM₁₀, and PM_{2.5} construction emissions at the nearest sensitive receptors located to the west of the project. The emissions will be compared against the SCAQMD Look-Up Tables and will follow the methodology described in *Localized Significance Threshold Methodology*, prepared by SCAQMD, July 2008.
- Evaluate and quantify regional criteria pollutant and GHG emissions associated with the operations of the proposed project utilizing the CalEEMod Model. All feasible mitigation will be identified and quantified through use of the CalEEMod Model, as necessary.
- If the TIA data deems it necessary, prepare a micro-scale CO screening analysis of the study area intersections based on the conditions in the TIA prepared for the proposed

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- project and verify if it is in accordance with SCAQMD requirements as described in the *CEQA Air Quality Handbook*.
- Provide a qualitative odor analysis from the construction and operation of the proposed project, particularly with regard to the composting element of the project.
 - Compare the operational GHG emissions to all applicable GHG emissions thresholds including AB 32, SB 375 and SCAQMD's draft GHG emissions threshold of 3,000 metric tons of CO₂e per year.
 - If the GHG emissions exceed any applicable thresholds, provide mitigation to reduce the GHG emissions.
 - The project will be compared to the goals and thresholds of the City's Climate Action Plan.

C. Prepare Air Quality/Global Climate Change Analysis Report

- Prepare an Air Quality and Global Climate Change Analysis Report documenting the results of the study.
- Review one set of client comments, whether verbal or written, and revise draft air quality/global climate change impact analysis (if necessary). Revisions requested by third parties (e.g. governmental agencies and/or environmental consultants) are not included in this scope of work. If these are required and requested, additional responses to comments will be billed on a time and materials basis.
- The proposed fee does not include attendance at public hearings/meetings that may be required to secure approval of the project. If these are required and requested, attendance at follow-up meetings or hearings will be billed on a time-and-material basis.
- A digital PDF version of the air quality/global climate change impact analysis will be prepared and submitted to the client. A MS Word version of the report text and MS Excel version of the report tables will also be made available. One (1) hard copy of the air quality impact/global climate change analysis can be provided for governmental agency approval.

Task 3: Habitat Suitability Assessment and General Biological Survey

Jericho Systems will prepare the Habitat Suitability Assessment and General Biological Survey for the project based on the following scope of work:

A. Literature/Database Review

- Conduct searches of pertinent literature such as general biological surveys or habitat

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assessments completed for other projects in the vicinity of the site. Databases include but are not limited to the California Natural Diversity Database (CNDDDB) and the California Native Plant Society (CNPS) list, for both flora and fauna known in the area.

- Document any known occurrences of rare, sensitive, threatened or endangered species or sensitive habitats based on the literature/database review.

B. Conduct Habitat Suitability Assessment and General Biological Survey

- A general biological survey will be conducted of the project site and immediate surrounding area. Biologists will note existing site conditions with regard to habitat suitability and the presence/absence of flora and fauna

C. Prepare a Habitat Suitability/General Biological Survey Report

- Based on the findings of the literature/database review and field survey, Jericho Systems will prepare a letter report for review by City staff.
- Review one set of client comments, whether verbal or written, and revise draft letter report (if necessary). Revisions requested by third parties (e.g. governmental agencies and/or environmental consultants) are not included in this scope of work. If these are required and requested, additional responses to comments will be billed on a time and materials basis.
- The proposed fee does not include attendance at public hearings/meetings that may be required to secure approval of the project. If these are required and requested, attendance at follow-up meetings or hearings will be billed on a time-and-material basis.
- A digital PDF version of the letter report will be prepared and submitted to the client. One (1) hard copy of the report can be provided for governmental agency approval.

Task 4: Historical/Archaeological Resources Survey

In order to comply with the requirements of the study, CRM TECH would accomplish the following tasks:

A. Literature/Database Review

- Perform a historical/archaeological resources records search that encompasses the project area and vicinity at the Eastern Information Center, the State repository for cultural resource data in Riverside County.
- Digitize the boundaries of the project area and produce maps of it on appropriate USGS quad maps, General Land Office plat maps, and historic-period maps of the area for use

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during the records search, historical background research, field survey, and for inclusion in the report, as appropriate.

- Conduct general historical background research using archival materials and early maps to ascertain the history of land use and development trends within and near the project area.

B. Conduct a Field Survey

- Conduct a field survey of the project area following professional archaeological procedures, which would include, among other standard procedures, systematically inspecting the property, documenting the current conditions, and taking overview photographs.

C. Prepare Historical/Archaeological Resources Survey Report

- Based on the findings of the literature review and field survey, prepare a report to document the methodology used to complete the research and field survey, description of existing conditions, and a summary of findings including recommendations for additional field work (if necessary).
- Review one set of client comments, whether verbal or written, and revise draft letter report (if necessary). Revisions requested by third parties (e.g. governmental agencies and/or environmental consultants) are not included in this scope of work. If these are required and requested, additional responses to comments will be billed on a time and materials basis.
- The proposed fee does not include attendance at public hearings/meetings that may be required to secure approval of the project. If these are required and requested, attendance at follow-up meetings or hearings will be billed on a time-and-material basis.
- A digital PDF version of the Historical/Archeological Resources Survey Report will be prepared and submitted to the client. One (1) hard copy of the report can be provided for governmental agency approval.

◆ **DELIVERABLES**

- Administrative Draft EA. This assumes a preliminary review by both City staff and Burrtec, and a second review of requested revisions; plus some minor revisions on the second administrative draft prior to public review.
- Administrative Draft of all Technical Reports.
- Final Technical Reports

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- Draft EA and Notice of Intent to Adopt a Mitigated Negative Declaration. This assumes up to 50 copies on CD for public distribution, and 5 hard copies for public review.
- Final EA including Responses to Comments and Mitigation Monitoring and Reporting Program (up to 5 copies on CD and 2 hard copies).
- Notice of Determination to be filed with the County Clerk and State Clearinghouse. (does not include filing fees)

◆ ASSUMPTIONS AND EXCLUSIONS

The following list is not intended to be all-inclusive. If there are items deemed incorrect or necessary for the successful completion of the project, please notify us so that we may amend the scope of services and associated fee.

1. All submittal fees, application fees and permit fees are the responsibility of the applicant;
2. All project services not specifically described herein will require a separate proposal and executed contract/amendment, prior to performing said additional services; and
3. Additional review of the Administrative Draft EA, responses to additional comment letters on the Draft EA (assumes up to 6 with up to 5 comments), excessive public comments, or additional City comments) may warrant a change order.
4. Revisions requested by third parties (e.g. governmental agencies and/or environmental consultants) on all technical reports are not included in this scope of work. If these are required and requested, additional responses to comments will be billed on a time and materials basis.
5. The proposed fee for each technical report does not include attendance at public hearings/meetings that may be required to secure approval of the project. If these are required and requested, attendance at follow-up meetings or hearings will be billed on a time-and-material basis.
6. A digital PDF version of all technical reports will be prepared and submitted to the client. One (1) hard copy of the report can be provided for governmental agency approval.

◆ FEE SCHEDULE

The cost to complete the EA/MND, including all technical reports identified in Task Bm is not-to-exceed \$36,460 without prior approval from the client and will be invoiced on a time and materials basis. See Exhibit B for a spreadsheet showing a breakdown of costs for labor by person/hour and direct costs. This includes time to conduct the environmental analysis; respond to comments on the

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Administrative Draft EA (assumes one round on the administrative draft and minor comments on the resubmitted document) prior to release for public review; respond to public comments (anticipate no more than 6 comment letters); attend at up to three project meetings, and one Public Hearing; and print and distribute the document for public review. We have also allowed for time under Task 5 to coordinate with other project consultants to keep the project on schedule.

Reimbursables (incl. mileage, reproduction costs, postage, radius package, etc.) to be billed at cost plus fifteen (15) percent and are not part of the fee above.

◆ SCHEDULE

Exhibit C is a schedule showing start date (authorization to proceed) of June 1, when the consultants preparing the technical studies would commence work. Work on the EA would commence within three weeks of authorization to proceed so that the EA may be completed with a week following receipt of all technical studies.

This proposal is proprietary and is intended only for the City of Cathedral City (Client) in consideration of a potential working relationship with The Altum Group. By receipt of this proposal, Client agrees not to provide this document to any third party without The Altum Group's written consent. The scope/fee herein is based on our professional opinion and is valid for thirty (30) days from the date of this proposal.

Exhibit 'B'

ESTIMATED COSTS Environmental Assessment/Mitigated Negative Declaration Relocation of Composting Operation at Edom Hill Landfill Site Cathedral City

| TASKS | | LABOR | | | | | | | TOTAL |
|--|---|------------------------------|--------------------|---------------------|--------------------|------------|-----------------|-------------------------|-----------------|
| | | Project Manager \$140/hr. | Asst PM \$90/hr | Graphics \$90/hr | WP/Edit \$60hr. | Hours | Costs | Subs and Directs (a) | |
| Task A: Environmental Assessment | | | | | | | | | |
| Task 1: Project Initiation/Site Visit | b | 8 | | | | 8 | \$1,120 | | \$1,120 |
| Task 2: Prepare Administrative Draft Initial Study | | 16 | 32 | 16 | 12 | 76 | \$7,280 | | \$7,280 |
| Task 3: Prepare Draft Initial Study for Public Review | | 4 | 8 | | 8 | 20 | \$1,760 | \$1,200 | \$2,960 |
| Task 4: Prepare Final Documents | | 8 | | 4 | 4 | 16 | \$1,720 | \$500 | \$2,220 |
| Task 5: Coordination and Management | c | 32 | | | | 32 | \$4,480 | \$500 | \$4,980 |
| Subtotal Environmental Assessment | | 68 | 40 | 20 | 24 | 152 | \$16,360 | \$2,200 | \$18,560 |
| Task B: Technical Studies | | | | | | | | | |
| Task 1: Traffic Impact Analysis | | | | | | 0 | \$0 | \$3,100 | \$3,100 |
| Task 2: Air Quality/Global Climate Change Impact Analysis | | | | | | 0 | \$0 | \$3,050 | \$3,050 |
| Task 3 : Habitat Suitability Assessment/General Bio Survey | | | | | | 0 | \$0 | \$7,000 | \$7,000 |
| Task 4: Historical/Archaeological Resources | | | | | | 0 | \$0 | \$4,750 | \$4,750 |
| Subtotal Technical Reports | | 0 | 0 | 0 | 0 | 0 | \$0 | \$17,900 | \$17,900 |
| TOTAL: | | 136 | 80 | 40 | 48 | 304 | \$16,360 | \$20,100 | \$36,460 |

- a. Subconsultants are billed at cost plus a 5 percent contract administrative fee.
Direct costs including postage, printing, etc, will be invoiced at cost plus 15 percent.
- b. Includes review of applicants plans and project description and a site visit.
- c. Coordination and meetings with City staff, and coordination with the applicant and subconsultants.
Includes up to three meetings with staff and one public hearing.

Environmental Assessment and Technical Studies for the
Relocation of the Edom Hill Composting Facility

