



April 22, 2024

Gabriel Perez, Development Services Director
Coachella Development Services, Planning Division
53990 Enterprise Way
Coachella, CA 92236

Subject: Proposal to Prepare an Initial Study/Mitigation Negative Declaration for the annexation of Pocket 7 into the City of Coachella

Dear Mr. Perez:

LSA is pleased to submit this proposal for preparation of an Initial Study/Mitigation Negative Declaration (“proposed project”) for the annexation of Pocket 7 (P7; previously added to the Sphere of Influence in July 2023) into the City of Coachella. We consider it a privilege to provide services to the City of Coachella for the proposed project.

Amanda Durgen will serve as the Principal in Charge for this project, and Trevor Wimmer will serve as the Project Manager. Together, they will provide the City with a professional approach, prompt service, and a high-quality product that will meet the requirements of CEQA and the *California Environmental Quality Act (CEQA) Guidelines (State CEQA Guidelines)*. LSA can assure you that it will respond to any relevant issues or concerns that may arise, present options consistent with your goals, and preserve the priorities you have established.

The proposed project that is the subject of the IS/MND involves annexation of the area generally bounded by Jackson Street on the west, approximately 0.25 mile north of 51st Avenue on the north, Calhoun Street on the east, and 52nd Avenue on the south. In July 2023, the City adopted an Addendum to the General Plan adding this same area into the City’s Sphere of Influence (SOI). With that discretionary action, the City also adopted a new General Plan land use designation, Estate Rancho, which accommodates low intensity residential development in an estate or low-density suburban format, consistent with the land use designation and density previously identified in this area under the County’s General Plan. The scope of the proposed project involves annexing an area already in the City’s SOI and consistent with the land use designations. This proposal assumes that the City will provide supporting documentation demonstrating that the City has existing capacity to provide public services and utilities to the P7 area. As such, it is anticipated the proposed project would not result in significant and unavoidable environmental effects, and preparation of an IS/MND would be the appropriate CEQA documentation. The IS/MND will contain a discussion of each environmental topic contained in the *Statewide CEQA Guidelines Appendix G*. LSA’s proposed Work Program (Scope of Services, Project Schedule, and Project Budget) is attached.

Thank you in advance for your consideration of this proposal. Although every effort has been made to anticipate your needs, LSA welcomes the opportunity to discuss the details of its project approach in person. I confirm that this proposal will remain valid for 90 days. If you have any questions, please contact Amanda Durgen at (916) 905-3937 or amanda.durgen@lsa.net, or Trevor Wimmer at (760) 536-8804 or trevor.wimmer@lsa.net.

If you are in agreement with the scope of services and estimated budget, please sign below and return a copy to LSA.

Sincerely,
LSA Associates, Inc.



Amanda Durgen
Principal

Attachment: A: LSA’s Work Program
B: LSA’s Standard Contract Provisions and Billing Rates

THE ABOVE STATED TERMS ARE HEREBY ACCEPTED AND AUTHORIZED (P7 Annexation: \$33,629.40)

CONSULTANT:

CLIENT:

LSA Associates, Inc.

Company

Company



Authorized Signature

Authorized Signature

Amanda Durgen

Name

Name

Principal

Title

Title

April 22, 2024

Date

Date

ATTACHMENT A

LSA'S WORK PROGRAM

LSA'S WORK PROGRAM

An Initial Study (IS) is a document prepared by a lead agency to determine whether a project may have a significant effect on the environment. In accordance with California Code of Regulations Title 14 (Chapter 3, Section 15000, et seq.) – also known as the CEQA Guidelines – Section 15064 (a)(1) states that an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant levels. A negative declaration (ND) may be prepared instead if the lead agency finds that there is no substantial evidence in light of the whole record that the project may have a significant effect on the environment. An ND is a written statement describing the reasons why a proposed project, not otherwise exempt from CEQA, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371).

Based on the information provided by the City, LSA is proposing the preparation of an IS/MND that will include an appropriate summary of impacts under the *State CEQA Guidelines Appendix G*. In accordance with the *State CEQA Guidelines*, should any significant unavoidable adverse impacts be identified, an IS/MND may not be the appropriate document. LSA would immediately appraise the City in the event that significant and unavoidable impacts are identified.

SCOPE OF SERVICES

The environmental work program presented below is based on LSA's knowledge of the proposed project. The following work tasks assume that the IS/MND is being prepared in order to address only the annexation that may result in significant new environmental impacts associated with the proposed project.

Task 1: Initial Study/Mitigated Negative Declaration

Subtask 1.1: Screencheck IS/MND

Based on information provided by City staff, LSA will prepare a Project Description defining the proposed project to be evaluated in the IS/MND.

LSA will prepare a Screencheck IS/MND utilizing data from City staff, including documentation demonstrating the City has sufficient capacity to provide public services and utilities to the P7 area. The IS/MND will summarize the results of the current technical data and provide sufficient substantial evidence to identify whether any significant environmental impacts would result from project implementation. The IS/MND will contain a discussion of each environmental topic contained in the *Statewide CEQA Guidelines Appendix G*. Based on LSA's understanding of the proposed project, no new technical work is anticipated to be required due to the fact that the proposed project includes no specific ground-disturbing activities, and the scope for such work is not included in this proposal.

If, in the course of conducting the environmental analyses for the proposed project, it is determined that a higher level of environmental documentation is required (for example, if it is determined that the proposed project would result in significant unavoidable impacts), LSA will notify City staff immediately and meet with the project team to review the analysis findings and amend the scope and budget as necessary.

The Screencheck IS/MND will be submitted to City staff in Microsoft Word and Adobe Acrobat Portable Document Format (PDF) formats for review.

The budget included as part of the proposed Scope of Work assumes one set of consolidated comments (i.e., staff comments from different departments must be consolidated) will be provided by City staff to LSA. No more than one round of review and comment are assumed, with no substantial new comments or new analysis required for the second round of revisions.

Subtask 1.2: Public Review Draft IS/MND

LSA will make any minor necessary revisions to the Screencheck Draft (up to 30 hours of professional time) and prepare the public review IS/MND.

LSA will also prepare the Notice of Availability (NOA), Summary Form, and Notice of Completion (NOC) as supporting documentation needed for public review and completion of the IS/MND. If approved by City staff, LSA will post the Public Review Draft IS/MND, NOA, Summary Form, and NOC on the State Clearinghouse website to initiate the 30-day review by public agencies. This scope assumes the City will be responsible for any local mailers, newspaper postings, and or publications announcing the availability of the Public Review Draft IS/MND.

LSA will provide the IS/MND and supporting documents to the City in Microsoft Word and Adobe Acrobat PDF formats.

Subtask 1.3: Response to Comments/ Final MND and Notice of Determination

LSA will review public and agency comments received on the IS/MND during the 30-day public review period and will prepare responses to CEQA comments and identify any necessary changes to the IS/MND in a memorandum format, as necessary. This scope and budget assume up to 24 hours to prepare responses to comments.

Should an unexpectedly large volume of comments be submitted, LSA will request an adjustment in the budget to cover work beyond the assumed level. LSA's budget assumes one round of City review of the memorandum prior to preparing a final version. LSA will submit the Final IS/MND to City staff for Planning Commission recommendation and City Council approval. At this time, LSA will also prepare a revised and updated Mitigation Monitoring Reporting Program, as necessary.

Upon adoption of the Final IS/MND, LSA would provide the City with the Notice of Determination (NOD) for submission to the Riverside County Assessor-Clerk-Recorder. Although LSA would prepare the NOD, it is the responsibility of the City to file the NOD with the County Assessor-Clerk-Recorder, and LSA will post the NOD electronically to the State Clearinghouse CEQAnet website (<https://ceqanet.opr.ca.gov/>) on the City's behalf. It will be the City's responsibility to pay any applicable NOD fees, including CDFW fees, if applicable.

Task 2: Project Management and Meeting Attendance

This task includes regular and effective coordination among LSA's Project Manager/Principal in Charge and City staff. The Project Management role provides a mechanism to ensure that there is an adequate exchange of information during project start-up and preparation of the IS/MND. This task includes notifying City staff of problems as they are encountered and working expeditiously to resolve problems

that may arise. Important elements of this task will be to maintain the project schedule, oversee the budget, and coordinate efforts with the project team. To facilitate dissemination of information, LSA's Project Manager will maintain ongoing verbal and email communication with City staff.

LSA's Project Manager will attend one (1) Planning Commission hearing and one (1) City Council hearing, if needed. A total of two meetings lasting no longer than three (3) hours each have been budgeted in this Scope of Work.

Any additional meetings beyond the two (2) meetings described above will be attended with the City's prior written approval on a time-and-materials basis.

PROJECT SCHEDULE

Based on LSA's understanding of the proposed project, preparation of the IS/MND can be completed within approximately 4.5 months. This schedule assumes timely receipt of necessary data from the City. LSA recommends that City staff and the LSA Project Manager review the attached schedule and make changes as necessary.

LSA assumes a shortened review time for City staff's review of the Screencheck IS/MND in the project schedule. If more than one (1) round of review is required for the Screencheck IS/MND, or the comments received are more extensive than anticipated, the schedule and budget would need to be adjusted accordingly.

LSA will aggressively endeavor to keep the proposed project on track. LSA also commits to providing sufficient staff to be available for assignment to the IS/MND. The schedule in Table A, below, reflects a best effort to complete the proposed project in a timely manner, while at the same time providing the time and attention necessary to ensure that the highest-quality analysis and products are received. The schedule reflected in Table A assumes receipt of the requisite materials and mapping by the Notice to Proceed.

Table A: Schedule

Tasks	Duration
TASK 1: IS/MND	
Subtask 1.1: Screencheck IS/MND	
Project Initiation	1 week
Preparation of Screencheck IS/MND	3 weeks
City Review of Screencheck IS/MND	2 weeks
Total	6 weeks
Subtask 1.2: IS/MND	
LSA revisions to the Screencheck IS/MND; and LSA preparation of a revised and updated MMRP, if necessary	1 week
City review of IS/MND and MMRP; and LSA final revisions to IS/MND and MMRP, if necessary	2 weeks
Public Review IS/MND	30 days
Response to Comments	2 weeks
Total	8 weeks
Subtask 1.3: Final IS/MND and NOD	
Planning Commission Hearing	1 day
City Council Hearing	1 day
Preparation of the NOD	1 day
Total	3 days
Complete IS/MND Schedule	4.5 months

Note: Schedule is based on receipt of needed materials and mapping by the Notice to Proceed (NTP) date.

MMRP = Mitigation Monitoring and Reporting Program

NOD = Notice of Determination

PROJECT BUDGET

LSA proposes to accomplish Tasks 1 and 2 as described in the Scope of Work for an estimated fee of \$33,629.40 (Fee), as shown in Table B, below.

Table B: Fee Estimate By Task

Task	Budget
Task 1: Initial Study/Mitigated Negative Declaration	-
Subtask 1.1: Screencheck IS/MND	\$15,571.50
Subtask 1.2: Public Review Draft IS/MND	\$5,869.50
Subtask 1.3: Final IS/MND and Notice of Determination	\$7,266.00
Task 2: Project Management and Meeting Attendance	\$4,830.00
Labor Subtotal	\$33,537.00
<i>Reimbursable Expenses</i>	<i>\$92.40</i>
TOTAL	\$33,629.40

The Fee will not be exceeded without your authorization. This Fee is based on LSA’s past experience related to the level of effort needed to complete the environmental process while maintaining the client’s objectives and the legal adequacy of the work products.

BUDGET SPECIFICATIONS AND REIMBURSABLE COSTS

Direct costs (including outside vendors used for photocopying) are to be reimbursed at cost, unless other arrangements are made in advance, and are not included in the hourly fee for professional services provided above.

Reimbursable expenses include mileage for site visits, team meetings, public meetings, and internal printing costs. A summary of LSA’s work products anticipated are provided in Table C, below.

Table C: Project Deliverables

LSA’s Work Products	Deliverable Quantities
Screencheck IS/MND	1 complete electronic copy (Microsoft Word and Adobe Acrobat PDF formats)
Public Review Draft IS/MND and MMRP	1 complete electronic copy (Microsoft Word and Adobe Acrobat PDF formats)
Notice of Availability, Notice of Completion, and Summary Form	1 complete electronic copy (Adobe Acrobat PDF format)
Final IS/MND	1 complete electronic copy (Microsoft Word and Adobe Acrobat PDF formats)
Notice of Determination	1 complete electronic copy (Adobe Acrobat PDF format) LSA will file with the County Clerk and State Clearinghouse on the City’s behalf. The City will be responsible for all required filing fees and public notices.

ATTACHMENT B

STANDARD CONTRACT PROVISIONS AND BILLING RATES

ATTACHMENT B

SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

FEES FOR PROFESSIONAL SERVICES

Fixed-Fee Contracts

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. Invoices will be generated on a monthly basis based on the percentage of work completed and/or an agreed-upon schedule of values. The fixed fee includes all labor and expenses required to complete the defined scope of work. Any changes in the scope of work, significant delays, or additional tasks will be considered extra services. Extra services shall be provided on a time-and-expenses basis at the same rates specified for hourly contracts unless other arrangements are made in advance.

Hourly Contracts

If an hourly plus expenses proposal, the professional services described in the Scope of Services section of the attached proposal shall be provided on a time-and-materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached or can be made available. Hourly rates are subject to review at least annually on or about June 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus 10 percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

EXTRA SERVICES

Services provided by LSA under this Agreement are defined in the Scope of Services section of the attached proposal. The Scope of Services was created with the intent of executing the specific tasks and level of service requested by the client. Any additions, changes to the Scope, or substantial delays to the schedule as defined in the Scope will be considered extra services. Extra services shall be provided on a time-and-expenses basis at the hourly rates in effect when the extra service is provided unless other arrangements are made in advance. Extra services will be communicated to and authorized by the client prior to commencing work. Should an alteration to the Scope include removing tasks or reducing the scope of the level of service, LSA shall invoice for the work performed prior to receiving written notice of the change.

INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. LSA will invoice the client using our standard invoicing format and will submit the invoice to the client via electronic mail. Clients requesting changes to LSA's standard invoice or process for submittal may be billed additional time to develop the invoice and monthly administration of the billing.

PAYMENT OF ACCOUNTS

Terms are net 30 days. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

STANDARD OF CARE

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. LSA will endeavor to maintain consistent staff on the project; however, unforeseen issues outside of our control such as employee illness, relocation, injury, or departure can occur. From time to time, unforeseen circumstances require us to replace project staff or project managers with other equally qualified staff in order to meet our commitments. The terms of this proposal are not contingent upon work being performed by named staff. LSA reserves the right to substitute equally qualified staff when necessary.

PROJECT DELAYS

The terms of this Proposal are based on the anticipated project schedule. In the event of unanticipated project delays, the scope of services may be subject to amendment, change, or substitution.

INDEMNIFICATION

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

ELECTRONIC FILE DATA CHANGES

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

FORCE MAJEURE

Neither party shall be deemed to be in default on account of any delays or failure to perform its obligations under this Agreement, which directly results from an act of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, erroneous data provided to consultant, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

LITIGATION

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing and shall be deemed given when sent through electronic means, personally delivered or deposited in the mail, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally or electronically shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received 3 days after the date on which it was mailed.

TERMINATION OF CONTRACT

Either party may terminate this agreement with seven (7) days prior notice to the other party for convenience or cause. Consultant may terminate this Agreement for convenience or cause with 7 days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.

LIMITS OF LIABILITY

LSA's liability to Client from any cause or combination of causes arising out of, or in connection with this Agreement, shall not exceed, in the aggregate, the greater of (i) the total Compensation actually received by Consultant under this Agreement, or (ii) Twenty Thousand Dollars (\$20,000). The Client releases Consultant from any liability in excess thereof. The releases from liability and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence, strict liability, or otherwise, of the party released or whose liability is limited and shall extend to the related entities of such party and its and their directors, officers, and employees.

CONFIDENTIALITY

The Parties agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party shall be used by any other party solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed to any Regulatory Authority, or by judicial or administrative process or otherwise by Applicable Law.

HOURLY BILLING RATES EFFECTIVE JUNE 2023

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$200–350
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$140–250
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$130–230
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Noise Engineer/Climate Change Specialist	Cultural Resources Manager/Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$110–165
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$105–135
Field Services							
Senior Field Crew/Field Crew							\$85–120
Office Services							
Graphics							\$125–150
Marketing							\$115–195
Office Assistant							\$100–140
Project Assistant							\$105–135
Research Assistant/Intern							\$75–100
Word Processing/Technical Editing							\$105–135

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA’s discretion at that time.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2023¹

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	Boat Rental	Cost
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day
GPS Unit	\$75.00 per day		

¹ Direct costs shall be reimbursed at cost plus 10 percent.