

CITY OF MENIFEE
PROFESSIONAL SERVICES AGREEMENT
ENVIRONMENTAL DOCUMENTATION AND TECHNICAL SERVICES FOR
CIP 24-16 QUAIL VALLEY PARK

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this _____ day of _____, 2025 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **EPD SOLUTIONS, INC.**, a California S Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **March 5, 2025** and shall end on **June 30, 2028** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Warranty. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

1.7 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all applicable emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **One Hundred Twenty Five Thousand Thirty Five Dollars and Zero Cents (\$125,035.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;

- f. Receipts for expenses to be reimbursed;
- g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Retention of Funds, Final Payment. Consultant hereby authorizes City to retain and deduct from any amount payable to Consultant not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Consultant within sixty (60) days after final acceptance of the Services by the City and after Consultant has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Consultant from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as provided in this Agreement. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certificates of insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-

insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved in writing by City.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

(iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

(iv) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of Insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of Coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference: **ENVIRONMENTAL DOCUMENTATION AND TECHNICAL SERVICES FOR CIP 24-16 QUAIL VALLEY PARK.** The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

d. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of

Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-Insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;

b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, “Claims”) to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals, as that term is defined in Civil Code Section 2782.8, are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. This Subsection 5.3 shall only apply to Consultant if Consultant is a “design professional” as that term is defined in Civil Code Section 2782.8.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of

personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Prevailing Wages. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

a. Public Work. Consultant hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Consultant, its employees or agents in writing or otherwise that the Services are not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time,

and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Consultant's failure to pay prevailing wages.

b. Labor Code of California. The Consultant's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City's principal office and are available to any interested party on request. Consultant shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Consultant in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Services by Consultant or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

d. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Consultant is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.4 Licenses and Permits, Fees and Assessments. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, and perform the Services. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest, Political Reform Act. Consultant represents, warrants, and covenants that Consultant presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Consultant to be a "consultant" as that term is defined by 2 California Code of Regulations Section 18700.3. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

7.6 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Consultant acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City's annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

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

9.3 Consultant's Books and Records. 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 the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Subsection 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law, Venue. The laws of the State of California shall govern this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing

and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by **Jeremy Krout, President/CEO** (“Consultant’s Representative”). The Consultant’s Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, **Kori Jones, Sr. Management Analyst** (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

EPD SOLUTIONS, INC
Attn: Jeremy Krout, President/CEO
3333 Michelson Dr., Suite 500
Irvine, CA 92612

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Kori Jones, Sr. Management Analyst

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with
report/design responsibility.

10.11 Rights and 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.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of

Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT

Armando Villa, City Manager

Jeremy Krout, President/CEO

Attest:

Stephanie Roseen, City Clerk

Konnice Dobrevva, VP of Environmental Planning

Approved as to Form:

Jeffrey T. Melching, City Attorney

[Note: 2 officer's signatures required if Consultant is a corporation, unless provided with a certificate of secretary in-lieu]

EXHIBIT A

SCOPE OF SERVICES

Services shall include **ENVIRONMENTAL DOCUMENTATION AND TECHNICAL SERVICES FOR CIP 24-16 QUAIL VALLEY PARK** services in the amount not to exceed **One Hundred Twenty Five Thousand Thirty Five Dollars and Zero Cents (\$125,035.00)** as further detailed in the following page(s).

February 13, 2025

Kori Jones
Senior Management Analyst
Community Services Department
29844 Haun Road
Menifee, CA 92586
Kjones@cityofmenifee.us

RE: Proposal for CEQA, NEPA, and Technical Services (including Section 106 Consultant Services) for the proposed CIP 24-16 (Quail Valley Park Menifee) Project at APN 351-200-003

Dear Kori,

Thank you for the opportunity to submit this proposal for environmental documentation and technical services for the CIP 24-16 (Quail Valley Park) Project (project).

Based on email communication with the City and review of the Request for Proposal (RFP) and the Land and Water Conservation Fund (LWCF) Post Selection Federal Requirements, EPD proposes to prepare a California Environmental Quality Act (CEQA) Class 1 Exemption for the project, a National Environmental Policy Act (NEPA) Categorical Exclusion (CE), and supporting technical studies, as required by CEQA and NEPA. EPD will manage the concurrent completion of the tasks outlined in the following section through strong team collaboration and efficient project management.

The following is our proposed scope of work and fee for the project. We look forward to working with you and discussing this exciting opportunity with you further. Should you have any questions, please do not hesitate to contact us at konnied@epdsolutions.com or (949) 794-1183.

Respectfully submitted,
EPD Solutions, Inc.



Konnie Dobрева, JD

METHOD OF APPROACH

PROJECT OVERVIEW

The City of Menifee has received a preliminary grant award for the development of a nature-themed park development in Quail Valley. The federal post selection requirements include completion of NEPA, CEQA, Endangered Species Assessment, and Section 106 Historical Preservation review.

The project site is located in the northwest portion of the city and encompasses one parcel identified by Assessor Parcel Number (APN) 351-200-003. The site is approximately 10.62 acres and is currently vacant and undeveloped. The project site is located within the Canyon Heights Specific Plan (specific plan) and is zoned as Canyon Heights Specific Plan. Within the specific plan, the site has a land use designation of Parks.

The project proposes to develop a nature-themed park adjacent to a sports field as well as develop usable walking trails throughout the open space portion of the parcel. The proposed park development would be approximately 10.62 acres, inclusive of 6.62 acres of open space and 4.0 acres of sports park.

Based on email communication with the City and review of the RFP and the LWCF Post Selection Federal Requirements, we anticipate that the Project qualifies for an Existing Facilities Exemption under CEQA (CEQA Guidelines §15301 – Class 1) and for a National Parks Service (NPS) Categorical Exclusion (CE) for Actions Related to Grants or Programs under NEPA.

PROJECT APPROACH

CEQA Approach

Based on preliminary research, EPD believes the project qualifies for a Class 1 exemption provided that the conditions identified in Section 15301 of CEQA Guidelines are met, as discussed below. CEQA Guidelines state that a project qualifies for a Class 1 Exemption when it meets the following conditions:

- The project involves negligible or no expansion of use.
- The proposed Project consists of minor alterations to an existing public or private structure and does not involve expansion of the existing use. The additions will not result in an increase of more than 10,000 square feet.
- All public services and facilities are available to allow for maximum development permissible in the General Plan.
- The area in which the Project is located is not environmentally sensitive.

Qualification for the Class 1 Exemption will be demonstrated through the technical studies prepared for the project and outlined below. However, if the studies reveal any significant impacts that cannot be mitigated below a threshold of significance, a Mitigated Negative Declaration (MND) will be required, necessitating a new proposal.

NEPA Approach

Based on preliminary research, the project would qualify for a NPS Categorical Exclusion for Actions Related to Grants or Programs. The 2015 NPS NEPA Handbook states that a variety of CEs exist for actions that generally result in some level of environmental impact but that do not have the potential to cause significant adverse impacts under normal circumstances. For such actions, documentation is required indicating that the action fits within a CE and that no extraordinary circumstances exist.

Based on email communication with the NPS, a CE under NEPA does not need to be prepared by the consultant for this project. The National Park Service will use the project's documents, such as a CEQA CE, to make a NEPA Determination. After review of the CEQA document and project application, the NPS will provide their own CE with the Notice of Approval.

SCOPE OF WORK

TASK 1. PROJECT INITIATION

Task 1.1. Project Kickoff Meeting

Upon receipt of the signed contract, EPD will schedule a kickoff meeting with the project team. EPD will facilitate a kickoff meeting involving all relevant stakeholders, including project sponsors, team members, and subject matter experts. During this meeting, EPD will define the project scope, objectives, and key deliverables to ensure alignment among all participants.

Team members will be introduced, and their roles and responsibilities will be clarified. The project timeline, milestones, and dependencies will be reviewed to provide a clear roadmap for the project. Communication protocols, including the frequency of meetings, reporting mechanisms, and escalation procedures, will be established to ensure effective coordination. EPD will identify potential risks and develop mitigation strategies to address them. Additionally, all available documentation, reports, data, and other relevant materials related to the project will be gathered.

A thorough review of these existing materials will be conducted to understand the project history, previous efforts, and any lessons learned. The quality, accuracy, and relevance of the existing materials will be assessed to determine their suitability for the current project, and gaps or areas requiring additional information will be identified. Findings and insights from the review process will be documented for reference throughout the project lifecycle.

Key topics to be discussed during this meeting may include the following:

1. Outline communication protocols
2. Refine project schedule
3. Confirm existing and past uses of the site
4. Review of project design, including, but not limited to:
 - Preliminary plans and design specifications
 - Phasing information
 - Construction and operational parameters
 - Discuss any other pertinent information that would guide the project description

5. Identify project objectives
6. Discuss the pre-application process
7. Discussing parameters of any project alternatives/variations the City is considering
8. Obtain technical studies completed for the project; and
9. Discuss the preparation of new technical studies, along with any data requirements/needs for initiating technical analyses.
10. Identify relevant community and agency stakeholders.

During this task, EPD Staff will work closely with City of Menifee Staff to ensure the project follows the CEQA and NEPA pathways that best suit the project. This collaboration will include document review, as well as conversations and consultations with City of Menifee Staff to identify any opportunities for increased efficiencies in the CEQA and NEPA process and ensure all environmental regulations are met throughout the project's development.

Task 1.2. Project Description

Prior to the initiation of the environmental document, EPD will develop a detailed project description.

The project description is a critical first step in the CEQA and NEPA compliance process. With all available background information, we will prepare a project description to allow for an efficient and well-supported analysis of all environmental issue areas to be studied in the document.

One of the keys to successful environmental compliance is a clear definition of the project and its components. The project description must be complete, comprehensive, stable, and finite to analyze the impacts accurately and fully. The project description will need to describe the scope of project improvements, implementation schedule and phasing, infrastructure requirements, construction process, and any offsite improvements required for implementation of the proposed project. As needed, we will identify and seek out any additional information to develop a thorough and complete project description.

We will also confer with the project team during this early process to discuss the potential environmental impacts of the proposed project. This upfront evaluation of impacts will allow the project team to consider project measures that would minimize environmental impacts, a process known as "mitigation by design." After this initial analysis, EPD will discuss with the project team the results and identify any potential issues relative to the impact analysis.

EPD will provide a draft of the project description to the project team for review prior to using it in the CEQA and NEPA documents. EPD will make revisions as necessary. One round of revisions is assumed.

TASK 2. PREPARATION OF TECHNICAL STUDIES

Task 2.1. Traffic Impact Analysis (IF NEEDED)

Task 2.1.1. Trip Generation Analysis (IF NEEDED)

A trip generation analysis will be prepared to estimate the number of daily, AM peak hour and PM peak hour trips generated by the project. Trip rates from the Institute of Transportation Engineers (ITE), Trip Generation, 11th Edition will be utilized in the analysis. The trip generation will include all necessary adjustments including calculation of passenger car equivalent (PCE) for truck trips as well as pass-by and

internal trip capture, as appropriate. The trip generation analysis will form the basis for determination of the types of subsequent analyses required for the project and will be utilized in the level of service analysis (if required). This analysis includes evaluation of one project alternative. If additional alternatives are required, then an additional scope and budget will be required.

Task 2.1.2. Level of Service (LOS) Screening Memo (IF NEEDED)

Based on our review of the City of Menifee’s Levels of Service (LOS) exemption criteria and review of the project description, EPD believes that the project would not be required to prepare a LOS analysis. If the City of Menifee agrees with our assessment, a Traffic Impact Analysis (TIA) would not be required. EPD will prepare a technical memorandum comparing the project’s trip generation to the thresholds contained in the City of Menifee’s TIA guidelines to determine if a TIA evaluating LOS would be required for the project. The memo will provide a justification for the project’s exemption from a TIA and will be submitted to the City of Menifee for their review and comment. One revision to the memo will be prepared to respond to client and/or the City of Menifee’s comments.

Task 2.1.3. Vehicle Miles Traveled (VMT) Screening Memo (IF NEEDED)

EPD has reviewed the City of Menifee’s vehicle miles traveled (VMT) screening criteria and believes that the project would meet one or more of the criteria. If the City of Menifee agrees with our assessment, the VMT impacts of the project would be considered less than significant and further VMT analysis would not be required. EPD will prepare a technical memorandum evaluating whether the project would be required to prepare a VMT analysis. All of the City of Menifee’s VMT screening criteria will be evaluated in the memo. The memo will be submitted to the City of Menifee for review and one revision to the memo will be prepared, if necessary, to respond to City or client comments.

Task 2.2. Air Quality and Greenhouse Gas Analysis (IF NEEDED)

The proposed project is located within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The following scope of work serves to meet the City of Menifee and SCAQMD requirements for preparation of Air Quality, Energy, and Greenhouse Gas analyses.

Task 2.2.1. Air Quality Impact Analysis (IF NEEDED)

EPD will complete the following:

1. Evaluate the existing conditions of the project study area; this will include gathering background air quality data, local wind patterns in the study area, and identifying applicable rules, plans and thresholds of significance.
2. Identify construction-related air quality impacts from associated construction activities at the project site which may include demolition, import or export of fill dirt, mass grading, construction, paving, concrete pouring, etc.
3. Evaluate operational emissions for the proposed project, based upon trip generation projections provided as part of the traffic analysis. In addition, emissions from other operational sources such as heaters, will also be considered.
4. Perform a screening-level Construction and Operational Localized Significance Threshold (LST) analysis as recommended by the SCAQMD. The SCAQMD’s LST “look-up” tables will be utilized

and therefore no dispersion modeling is anticipated. If for some reason dispersion modeling is required a separate proposal will be provided to address the extra work effort.

5. Evaluate potential odor impacts resulting from the proposed project. Identify applicable mitigation measures and regulatory requirements that the project must comply with to minimize odors. For the purposes of this evaluation a qualitative assessment of odors and odor controls is expected.
6. Qualitatively discuss cumulative impacts within the context of planned and foreseeable projects for short-term construction and long-term operational activity.
7. Identify and recommend mitigation measures that are feasible to implement and that will reduce any potential impacts to the maximum extent possible. Prepare an air quality report that incorporates the findings and all supporting calculations.
8. Revise the air quality impact analysis report based on comments provided by the project team for up to one review cycle.

Task 2.2.2. Greenhouse Gas Emissions Analysis (IF NEEDED)

Categorical Exemptions do not typically require a greenhouse gas (GHG) emissions analysis; however, some jurisdictions interpret the requirement for Air Quality to include GHG. Therefore, if the City requires a GHG analysis, EPD will complete the following:

1. Evaluate applicable federal and state regulatory requirements (i.e., AB32, Air quality district, CARB thresholds). Qualitatively discuss the effects of GHG emissions on regional air quality.
2. Evaluate applicable GHG emissions associated with heavy-duty construction equipment combustion that will likely occur during the various phases of construction. Data available from the project team and technical air quality analysis will be utilized in characterizing GHG-generating activities.
3. Evaluate increase in applicable GHG emissions associated with long-term mobile source activity. Data available from the technical air quality analysis as well as the technical traffic analysis will also likely be utilized in calculating the emissions inventory.
4. The emissions evaluation for short-term construction, long-term mobile source, and long-term stationary source activity will consider project design, and mitigation measures that have the potential to reduce GHG emissions.
5. Evaluate project significance based on the latest guidance from the California Attorney General's Office, the Office of Planning and Research (OPR), the air quality district, and CARB.
6. Prepare a greenhouse gas emissions report documenting the results of the study. The report will summarize the results of the previous work tasks and define appropriate and feasible mitigation packages to address any significant impacts related to climate change found in the analysis.
7. Revise the greenhouse gas analysis report based on comments provided by the project team for up to one review cycle.

Task 2.3. Noise Analysis (IF NEEDED)

The noise specialist will complete a Noise and Vibration Impact Analysis that supports the CEQA Exemption and NEPA Categorical Exclusion through the completion of the following subtasks.

Existing Conditions

- Identify and review applicable federal, state, and local noise regulations, including the jurisdiction's Noise Element and Municipal Code, to determine appropriate noise standards and significance criteria.
- Assess the project study area to identify noise-sensitive receptors and the sources and locations of potential noise generators, which will guide the selection of noise monitoring sites.
- Conduct long-term, 24-hour ambient noise level measurements in the project study area to quantify the existing noise environment. We are assuming 3 ambient noise level measurements for existing conditions, if the agency requires more, an amendment would be required. Ensure all noise measurement equipment complies with the American National Standards Institute (ANSI) standard specifications for sound level meters (ANSI S1.4-2014/IEC61672-1:2013). Collect noise level data in accordance with the criteria outlined in the Municipal Code.

On Site Traffic Noise Analysis

- Employ a version of the FHWA noise prediction model to assess exterior noise level impacts from adjacent roadways, based on projected worst-case traffic conditions.
- Identify the minimum exterior noise mitigation measures, such as noise barriers, required to meet the relevant jurisdictional noise level criteria.
- Estimate the interior noise levels for the project, identifying potential interior noise impacts and recommending mitigation measures, including minimum sound transmission class ratings, to comply with the jurisdiction's interior noise standards.

Offsite Traffic Noise Analysis

- Identify off-site average daily traffic volumes and corresponding noise levels for existing, opening year, and long-term conditions based on the project's traffic analysis. Calculate the 70, 65, and 60 dBA CNEL noise level contour boundaries for baseline (existing) conditions, opening year, and future scenarios.
- Assess future project contributions by comparing noise contours for the proposed project under "with" and "without" project scenarios on the study area roadways. Determine whether the project will result in significant noise impacts on any analyzed roadway segments.

Operational Noise Analysis

- Collect reference noise level measurements to represent the expected impacts of stationary sources associated with the proposed project land uses.
- Evaluate the potential noise impacts from stationary sources during the operation of the proposed project and recommend mitigation measures to minimize noise impacts on nearby noise-sensitive receptors.
- Assess the operational noise impacts on nearby noise-sensitive receptors. This analysis will include a map illustrating the relationship between noise sources and surrounding receptors, considering distance and existing noise barriers.
- Identify potential noise abatement measures to ensure compliance with applicable jurisdictional noise criteria at sensitive receiver locations.
- Use a version of the FHWA RD-77-108 noise prediction model to calculate existing and future offsite traffic noise contours, utilizing roadway traffic data from the Traffic Study prepared for the proposed project.
- Calculate the future project's exterior traffic noise contributions by comparing pre-project and post-project noise contours on study area roadways and assess the results against jurisdictional noise standards.

- Employ either the FHWA RD-77-108 or SoundPlan noise prediction models, along with previously obtained reference noise measurements, to calculate onsite noise impacts on nearby areas. Compare the results to the jurisdiction's stationary noise standards and propose feasible mitigation measures if exceedances are identified, to reduce noise impacts to less than significant levels.
- Prepare a comprehensive noise and vibration impact analysis documenting the study results and providing responses to each noise-related CEQA checklist question.

Construction Analysis

- Collaborate with the project team and refer to the Air Quality study to identify the mix, quantity, and duration of planned construction activities.
- Evaluate potential noise impacts from temporary construction activities at the project site, using reference noise level measurements from similar activities.
- Provide a comprehensive noise impact and vibration analysis for temporary construction activities, estimating the impacts on nearby noise-sensitive uses. This analysis will assess construction noise levels by phase at each surrounding noise-sensitive receiver location, considering distance and existing noise barriers.
- Recommend appropriate mitigation and abatement measures to ensure that noise and vibration impacts comply with jurisdictional criteria and established CEQA significance thresholds.

Noise Impact Analysis

- Summarize the findings in a Noise Impact Analysis report, addressing potential impacts associated with the project and recommending appropriate mitigation measures to reduce impacts to less than significant levels.
- Revise the Noise Impact Analysis report based on feedback from the client and/or jurisdiction staff, accommodating one review cycle.
- Submit the Noise Impact Analysis to the City for review, incorporating agency comments as necessary. One round of review is assumed.

Task 2.4. Archaeological/Paleontological Assessment / Section 106 Report

The following includes tasks required to prepare a CEQA cultural and paleontological resources report and a National Historic Preservation Act (NHPA) Section 106 Cultural Resources Report for the project.

Cultural Resources Background Research – The cultural specialist will conduct a cultural resources records search of the project area as well as a one-mile radius around the project area. The project specialist will obtain copies of records for resources and previous studies that intersect the project area, and prior investigations that have occurred within the project area. Bibliographic information will be provided for all sites/prior studies that exist within a one-mile radius of the project area.

Native American Background Research – The project specialist will contact the Native American Heritage Commission (NAHC) to request a review of the Sacred Lands File and for a list of culturally affiliated tribes and interested parties in the general region of the project. The project specialist will send information-gathering letters to each of the individuals and groups on the list. If we do not receive a response from any given party, we will make two follow-up attempts by using the information provided by NAHC. The results of our outreach efforts will also be included in the technical report. The research results will be provided to the NPS as part of the Native American consultation process.

Paleontological Resources Records Search – The project specialist will request a paleontological records search from the San Diego Natural History Museum. Our staff will project the project area onto the highest resolution maps available for the region, review the results of the records search of the project area.

Cultural and Paleontological Site Visit – The project specialist will perform a pedestrian field survey of the property to identify cultural and/or paleontological resources that may be visible on the surface. The project specialist will also examine surface sediment to contribute to our understanding of the paleontological sensitivity of the project area. This work will be conducted by a Qualified Archaeologist and Cross-Trained Paleontologist.

Cultural and Paleontological Resources Technical Reports – For the purposes of calculating costs, we have assumed no cultural resources lie within the project area. We will prepare one combined technical report that addresses both disciplines. We assume there will be negative findings within the reports. The report will include a project description, brief culture history/paleontological context of the area, maps of the proposed project, methods, and results. The project specialist will include the cultural and paleontological records search results and Native American consultation and background research as appendices to the reports. We assume that electronic submittal of the reports will suffice, and we have accounted for one round of minor editorial comments to the report in our cost.

Section 106 Report for review by the National Parks Service – The Section 106 report will be reviewed by the National Park Service and the State Historic Preservation Office (SHPO) according to protocols established by the Advisory Council on Historic Preservation. This report will include the appropriate level of detail to address the potential effects of the project upon any historic properties eligible for the NR.

Task 2.5. General Biological Assessment

Literature Review - The biologist will review all technical survey reports previously prepared for the proposed project, if available, and other data from the general vicinity to determine the extent of natural habitats occurring on the site and if special-status biological resources are likely to occur on or within the general vicinity of the proposed project site. An updated database search of the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California listings regarding sensitive biological resources known to occur in the region and vicinity of the site will also be conducted. Additional information sources will be consulted including the California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), and historic/current aerial photographs as appropriate to define the habitat requirements for special-status species potentially occurring on-site. Literature detailing existing wildlife movement corridors and linkages will be reviewed to determine if the proposed project is located within any local or regional wildlife movement corridors.

In addition, the biologist will review jurisdictional waters information through examining historical aerial photographs to gain an understanding of the impact of land-use on natural drainage patterns in the area. Where possible, surface drainage systems will be traced using aerial imagery to downstream receiving waters. The USFWS National Wetland Inventory and Environmental Protection Agency (EPA) Water Program “My Waters” data layers will also be reviewed to determine whether any hydrologic features and wetland areas had been documented within the vicinity of the sites. Similarly, the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) Web Soil Survey will be used to identify any hydric soils.

Field Investigation - Following the literature review, the biologist will systematically survey the project site to document baseline conditions from which to evaluate the sites potential to support special-status or sensitive habitat types, jurisdictional drainages, and riparian/riverine habitat. The fieldwork will be conducted by qualified biologists to document the presence or absence of special-status biological resources, or to determine the potential for occurrence of such resources that may not be detectable when the literature review is conducted. The location of any special-status biological resources (i.e., plants, plant communities, drainage features, wildlife), if present onsite, will be recorded in the field with a handheld GPS unit.

A detailed assessment of the site's potential to provide suitable habitat for burrowing owl and Criteria Areas Species will be conducted during the field investigation. If the project site is determined to provide suitable habitat for burrowing owls, a burrowing owl focused survey must be conducted during the breeding season, which consist of at least four (4) site visits between February 15 and July 15. Additionally, if the site is determined to provide suitable habitat for the listed Criteria Area and Narrow Endemic Plant Species, a focused plant survey will be required.

Additionally, the suitability of the vegetation on and surrounding the proposed project site will be surveyed for its ability to provide suitable avian nesting opportunities. Notes will be taken on all plant and wildlife species observed on-site during the survey. This survey will provide an understanding of the overall project setting and biological resources occurring in the area. This data will be used to devise an appropriate clearance/conservation strategy for implementation of the proposed project. The habitat assessment does not include focused surveys.

Biological Technical Report - An updated assessment report will be prepared with the results from the field investigation that will document all plant and wildlife species observed, all habitats occurring onsite, the site's potential to support any special-status species, and will document any jurisdictional drainage features, including riparian/riverine habitat on or adjacent to the project site. The report will include a map of the plant communities and jurisdictional areas occurring on-site, and their respective acreages.

The report will also include a brief analysis of the project impacts to biological resources (i.e., special-status species, riparian/riverine habitat, jurisdictional waters), if any, and will describe wildlife movement opportunities in the region and local wildlife movement through the area, suggestions for further studies that may be needed prior to development, mitigation measures, and permit requirements, if needed.

The report will address Western Riverside Multiple Species Habitat Species Habitat Conservation Plan (MSHCP) compliance and will assess riparian, riverine areas, and vernal pool species (Section 6.1.2), habitat for least Bell's vireo, western, yellow-billed cuckoo, southwestern willow flycatcher, Riverside fairy shrimp, and vernal pool fairy shrimp. The report will also assess habitat for narrow endemic plants, special criteria area species, burrowing owl, potentially jurisdictional state and federal streams, and proximity of the site to MSHCP conservation areas. If the study determines that potential habitat for any of the above species is present, recommendations will be made for specific surveys that will need to be performed.

The final report will be sufficient to make the appropriate consistency determination for compliance and will be sufficient to satisfy the requirements of the California Environmental Quality Act (CEQA).

Task 2.6. Jurisdictional Delineation Survey and Report (IF NEEDED)

The biologist will conduct a field visit to delineate any existing state or federal waters, streams, or wetlands that may be present within the boundaries of the project site. The biologist will identify state and/or federal streams and describe the existing resources associated with those streams. The jurisdictional delineation report will identify all state and/or federal waters and riparian/riverine resources associated with the project site. Any proposed impacts to state and/or federal waters and riparian/riverine resources will also be mapped and included within the letter report. The jurisdictional delineation report will present information which will facilitate obtaining regulatory permits from the California Department of Fish and Wildlife (CDFW), the United States Army Corps of Engineers (USACE), and the Regional Water Quality Control Board (RWQCB), if necessary.

Task 2.7. Burrowing Owl Surveys (IF NEEDED)

The biologist will perform a Step 2A Burrowing Owl (BUOW) Protocol Survey (identification of burrows and burrowing owl) by conducting a walking survey of suitable burrowing owl habitat for 100 percent coverage. The location of all suitable burrowing owl habitat, potential owl burrows, burrowing owl sign, and any owls observed will be recorded and mapped. Thereafter, the biologist will conduct four site visits on four separate days. One of the site visits can be performed during the Step 2A Burrowing Owl Survey. Site visits will be conducted one hour before sunrise to two hours after sunrise or two hours prior to sunset to one hour after sunset. The surveys will cover 100 percent of all potential burrowing owl habitat by walking transects at approximately 100-foot intervals. The biologist will prepare a burrowing owl survey report after completion of the field surveys. The final report will include the methodology used, the transect width, the duration of surveys, the conditions, and the results of the survey. If no habitat for burrowing owl is present, Step 2A will be all that is needed. Step 2A also includes a report to describe the lack of burrowing owl habitat.

Task 2.8. Least Bell's Vireo Surveys (LBV) (IF NEEDED)

The biologist will conduct sweeps for the vireo in accordance with the most recent approved survey protocol for this species. The following methodology is based on the 2001 revisions to USFWS 1992 protocol guidelines which is the existing approved protocol. A notification letter will be supplied to USFWS within 10 days of starting focused least Bell's vireo surveys. A total of 8 sweeps will be conducted between April 10 and July 31. Surveys will be performed between dawn and 1000 (to the extent possible) and will not be conducted during inclement weather conditions including extreme cold (<50 degrees F), heat (>90 degrees F), sustained high winds (>15 mph), rain, or thick fog. Based on current survey timing, an exception from USFWS will be required for the last survey. A report documenting the methodology used during the surveys and the results of the survey will be prepared and submitted to the client and the USFWS within 45 days of completing the surveys.

Task 2.9. Crotch Bumblebee Surveys (IF NEEDED)

CDFW Bombus Survey Protocol states that at least 3 on-site surveys take place prior to project implementation. Each survey should ideally be spaced 2-4 weeks apart during the Colony Active Period (April to August) to ensure that they cover a range of dates and account for variability in resource use by the candidate species and floral resource phenology within the site. A draft report will then be prepared and provided to client for review. Thereafter, the biologist will update the General Biological Assessment with the results.

TASK 3. CEQA EXEMPTION

Task 3.1. Administrative Draft Exemption

EPD will prepare an Administrative Draft Exemption Justification pursuant to CEQA Guidelines Section 15301, which applies to projects involving the operation, repair, maintenance, or minor alteration of existing facilities with negligible or no expansion of use. The task includes reviewing project details to confirm the exemption's applicability, developing a comprehensive justification, and ensuring consistency with CEQA's regulatory framework. EPD will also evaluate other exemptions with the City to confirm which is the best approach. EPD will provide a clear and concise draft for review by City of Menifee Staff.

In the event technical studies show that mitigation is required to reduce impacts to below a level of significance, EPD will amend the scope of work and communicate with the City regarding the required changes. One round of review is assumed.

Task 3.2. Final Draft Exemption

EPD will review, address, and incorporate City of Menifee comments into a Final Draft Exemption document; we will then prepare the document for public release and distribution as part of the staff report. A public review period is not required, but public comments may be submitted on the staff report as part of the hearing process.

TASK 4. MEETINGS AND PUBLIC HEARINGS

Task 4.1. Meetings

To effectively manage the costs of the project, EPD will attend half-hour bi-weekly conference calls (briefings) to update the City on upcoming deliverables and discuss any potential issues that may impact the scope of work for the approximately 9-month duration of the project. EPD will draft agendas in advance of these meetings and deliver minutes via email to the entire project team. The minutes will identify action items and the responsible party to implement said action item. In addition to standing meetings, EPD will be available to the City staff to answer questions, address concerns, or to clarify issues as they arise. If the EIR schedule extends beyond 9 months, an additional budget will likely be required.

Task 4.2. Public Hearings

EPD will attend public hearings held for the proposed Project. These hearings are anticipated to include one Planning Commission hearing and one City Council hearing. The EPD Project Manager will be prepared to answer technical questions related to the EIR and relevant comments on the CEQA Document raised during the public hearing meetings. Air quality and transportation technical analysis specialists are expected to also be in attendance, as included in the budget. The budget for this task includes approximately 4 hours for the Project Manager for each meeting.

TASK 5. CEQA AND NEPA PROJECT MANAGEMENT AND COORDINATION

EPD's CEQA project manager will coordinate closely with the project team and City of Menifee staff to ensure that the CEQA document and associated documents delivered to the City of Menifee are legally defensible, accurate, and useful to decision makers considering the approval of the project. The project

manager will also coordinate with City of Menifee staff throughout the process not only to streamline the CEQA process, but to avoid or anticipate any changes that could result in delays.

EPD will attend bi-weekly conference calls (briefings) to update the project team and the City of Menifee on upcoming deliverables and discuss any potential issues that may impact the scope of work. EPD will draft agendas in advance of these meetings and deliver minutes via email to the entire project team. The minutes will identify action items and the responsible party to implement said action item. In addition to standing meetings, EPD will be available to the project team and City of Menifee staff to answer questions, address concerns, or to clarify issues as they arise.

The project manager will be the key contact for the project team and City of Menifee, and will be responsible for managing (1) CEQA document task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with local and state agencies relative to the environmental document and the environmental review process; (3) coordination and communications with the project team and City of Menifee staff to ensure that their policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the CEQA document; (4) ensuring that the environmental review process and the CEQA document satisfy the statutes and guidelines of CEQA and CEQA procedures; and (5) representing the consultant team in public meetings and project progress meetings as requested by the City of Menifee.

This scope of work assumes ongoing project management at an estimated 1 hour/week for the Project Manager and 1 hour/month for the principal-in-charge for the duration of the schedule as estimated in this proposal, excluding public review periods.

PROPOSED BUDGET:

Task #	Tasks	Fee Type	Fee
1.	Project Initiation		
1.1	Project Kickoff Meeting	Fixed Fee	\$1,375
1.2	Project Description	Fixed Fee	\$4,305
2.	Preparation of Technical Studies		
2.4	Archaeological/Paleontological Assessment/Section 106 Report	Fixed Fee	\$9,910
2.5	General Biological Assessment	Fixed Fee	\$7,150
3.	CEQA Exemption		
3.1	Administrative Draft Exemption	Fixed Fee	\$12,900
3.2	Final Draft Exemption	Fixed Fee	\$4,270
5.	Meetings and Public Hearings		
5.1	Meetings	Not to Exceed	\$2,820
5.2	Public Hearings	Not to Exceed	\$6,045
6.	CEQA and NEPA Project Management and Coordination		
	Expenses	Not to Exceed	\$700
TOTAL			\$63,055

If Needed Tasks:

Task #	Tasks	Fee Type	Fee
2.1	Traffic Impact Analysis		
2.1.1	Trip Generation Analysis	Fixed Fee	\$1,000
2.1.2	Level of Service (LOS) Screening Memo	Fixed Fee	\$3,000

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2.1.3	Vehicle Miles Traveled (VMT) Screening Memo	Fixed Fee	\$3,000
2.2	Air Quality and Greenhouse Gas Analyses		
2.2.1	Air Quality Impact Analysis	Fixed Fee	\$3,900
2.2.2	Greenhouse Gas Emissions Analysis	Fixed Fee	\$2,430
2.3	Noise Analysis	Fixed Fee	\$9,375
2.6	Jurisdictional Delineation Survey and Report	Fixed Fee	\$7,425
2.7	Burrowing Owl Surveys	Fixed Fee	\$9,750
2.8	Least Bell's Vireo Surveys (LBV)	Fixed Fee	\$11,050
2.9	Crotch Bumblebee Surveys	Fixed Fee	\$11,050
If Needed Task Subtotal			\$61,980
Proposal Total with If Needed Tasks			\$125,035

Assumptions

Our cost estimate is based on our scope of services and schedule, and the following assumptions:

- The cost estimate is valid for up to 60 days from the date of submittal, after which it may be subject to revision.
- Costs have been allocated to tasks to determine the total budget. A "Not to Exceed" dollar amount for each of the tasks is provided except where indicated as a "Fixed Fee."
- If additional meetings or site visits are requested or additional work beyond the allowances described herein are required, such meetings and work would require an amendment of the budget.
- An estimated expense budget is included that is intended to cover direct expenses such as mileage, reprographics and deliveries to the agency. Agency fees are not included in the budget.
- Additional review cycles or additional versions of administrative drafts of any documents beyond the assumptions contained within the scope of work will constitute additional work.
- With EPD's sole discretion, we reserve the right to reallocate costs among tasks, as needed, as long as the total budget is not exceeded. Tasks with unexpended budget will be invoiced in the final invoice.
- Subconsultants may be substituted at EPD's sole discretion.
- Once the project has been initiated, if a delay of 90 days or more occurs due to circumstances beyond our control, we reserve the right to adjust our budget to account for additional project management requirements, increased labor rates, and other costs.

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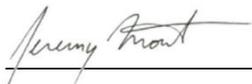
Thank you again for your consideration and interest in EPD Solutions, Inc. Should you have any questions, please do not hesitate to contact Tatiana Torres at ttorres@epdsolutions.com, or the EPD Contracts Team at Contracts@epdsolutions.com or (949) 794-1180.

Sincerely,

EPD Solutions, Inc.

Client:

City of Menifee

Signature: 

Signature:

Name: Jeremy Krout

Name:

Title: President/CEO

Title:

Date: 2/13/2025

Date:
