

**AMENDMENT NO. 1  
TO AGREEMENT FOR PROFESSIONAL SERVICES**

**LETTERLY ENVIRONMENTAL & LAND PLANNING MANAGEMENT**

This Amendment No. 1 to Agreement for Professional Services ("Amendment No. 1") is made and entered into as of January 28, 2020 by and between the City of Lake Elsinore ("City"), a municipal corporation, and Letterly Environmental & Land Planning Management, a California sole proprietorship ("Consultant").

**RECITALS**

A. City and Consultant entered into that certain Agreement for Professional Services dated as of January 1, 2019 (the "Original Agreement") for environmental and project management services in connection with the Back Basin Biological Compliance (B3) Program to address natural resource regulatory issues within the Back Basin and (ii) on-call environmental consulting services to review project specific documents to evaluate impacts to the Back Basin and consistency with the comprehensive B3 Program approach. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Consultant in an original amount not to exceed Twenty-Four Thousand Five Hundred Dollars (\$24,500) without additional written authorization from the City.

C. The parties now desire to extend the term of the Original Agreement one (1) additional year and increase the compensation in an amount of Sixty Thousand Two Hundred Eighty Dollars (\$60,280) for environmental and project management services in connection with the B3 Program and Fifteen Thousand Dollars (\$15,000) per calendar year for on-call environmental consulting services in accordance with the terms set forth in this Amendment No. 1.

D. The Original Agreement and this Amendment No. 1 shall collectively be referred to as the "Agreement."

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Consultant agree as follows:

1. **Section 1, subpart a** of the Original Agreement is amended to add the following:

"Consultant's Proposals shall be amended to include all services and related work consistent with Consultant's B3 Program Proposal – Phase 2 (Exhibit 1-A). On-Call services described in Exhibit B shall be amended to provide for such services, as requested by the City Manager or designee, on a citywide basis."

2. **Section 2, subpart c** of the Original Agreement is amended as follows:

"The Term of this Agreement shall continue until the services and related work set forth in Consultant's Proposals is completed, but in any event not later than

December 31, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

3. **Section 3. Compensation** of the Original Agreement is hereby amended to add the following:

“In no event shall Consultant’s compensation for services and related work consistent with Consultant’s B3 Program Proposal – Phase 2 (Exhibit 1-A) exceed Sixty Thousand Two Hundred Eighty Dollars (\$60,280) without additional written authorization from the City. In addition, compensation for On-Call Services consistent with Exhibit B as amended by Amendment No. 1 shall be increased to Fifteen Thousand Dollars (\$15,000) per calendar year, commencing 2020 and ending 2021, without additional written authorization from the City.

4. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 1 as of the day and year first set forth above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

LETTERLY ENVIRONMENTAL & LAND PLANNING MANAGEMENT

\_\_\_\_\_  
Grant Yates, City Manager

\_\_\_\_\_  
Steve Letterly, Owner

ATTEST:

\_\_\_\_\_  
Candice Alvarez, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Barbara Leibold, City Attorney

Attachments: Exhibit 1-A – Consultant’s B3 Program Proposal – Phase 2

## **EXHIBIT 1-A**

### **LETTERLY ENVIRONMENTAL & LAND PLANNING MANAGEMENT**

#### **BACK BASIN BIOLOGICAL COMPLIANCE PROGRAM (B3 PROGRAM) – PHASE 2**

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##### **Overview**

The B3 Program will produce a biological compliance program for development within the East Lake Specific Plan (ELSP). The initial B3 work effort involved close coordination with California Department of Fish and Wildlife (CDFW) and resulted in identification of all outstanding streambed alteration agreement compliance issues within the Back Basin. The B3 Program will address all-natural resource regulatory issues within the Back Basin. The B3 Program is intended to both:

- resolve any pending issues or dissatisfaction among the “Resources Agencies” with prior mitigation projects previously mandated within the Back Basin pursuant to the Lake Management Plan USACE Section 404 Permit (LMP Section 404 Permit); the Lake Management Plan CDFW Streambed Alteration Agreement (LMP SAA); and state and federal Resources Agencies’ permits for all public and private development projects in the Back Basin. The outstanding CDFW issues have been documented and coordination with other agencies will occur once a compliance strategy has been agreed upon with CDFW. The agreed upon approach with CDFW will set the stage for other agency concurrence.
- streamline compliance of future development projects proposed under the ELSP with permitting requirements of all Resources Agencies that may have jurisdiction to issue permits for developments and/or accept mitigation projects within the Back Basin, including particularly:
  - CDFW under the Streambed Alteration Agreement provisions of the Cal. Fish and Game Code; as well as
  - USACE under Section 404 of the Clean Water Act,;
  - USFWS and CDFW under the MSHCP;
  - RCA under the 770-acre Plan; and
  - The Santa Ana RWQCB, either in connection with the existing 401 Certification or pursuant to new regulations proposed by the State Water Resources Control Board that will mandate a statewide permitting program for discharges of dredge and fill to “waters of the state,” as will be defined in the future and which may include some or all of the Back Basin area.

## Development of B3 Program

The B3 Program will identify the activities necessary to achieve all the following objectives:

1. Obtain agreement of all Resources Agencies to a single B3 Program. The B3 Program is envisioned primarily as a phased mitigation land and/or a mitigation bank or in-lieu fee type of program, and will address compliance with flood capacity related conditions, as necessary to identify, and implement enhancement, ongoing management and additional conservation of Back Basin mitigation lands required to attain and constituting:

- full and complete satisfaction of all prior mitigation commitments under the Lake Management Plan Permits;
- full and complete satisfaction of all prior individual development project mitigation commitments, including those issued for the Summerly development (including recent draft Master Streambed Alteration Agreement (SAA);
- mitigation for all impacts of all future development projects proposed in substantial compliance with the ELSP Amendment No. 11 and the B3 Program to any environmental or biological resources, and/or to flood capacity and flood control improvements within the Back Basin.
- full and complete satisfaction of MSHCP requirements including the City's MSHCP 770-acre Open Space Plan and MSHCP Chapter 6 Implementation Structure (species and wetlands, riverine and vernal pool). Goal is to achieve Chapter 6 requirements via conservation lands set aside in the 770-acre open space plan.

2. Obtain concurrence from each of the Resources Agencies of a general permit or permitting framework, allowing for permit coverage or agreed upon requirements of future project-specific development activities within the Back Basin,<sup>1</sup> on a streamlined basis and in accordance with specific time periods, upon:

- submission by the developer of a "Substantial Compliance Demonstration" or permits consistent with the permitting framework showing development plans in substantial compliance with the ELSP and implementation of the developer's fair share land and/or fee contribution to a Back Basin Wide preserved mitigation area totaling approximately 770 acres via developer land and/or fee dedication obligations specified in the B3 Program; and
- subsequent issuance by each of the Resources Agencies with jurisdiction of a "Substantial Compliance Determination" or permits authorizing development pursuant to the Resources Agency issued General Permit or agreed upon permitting framework.

3. Create a B3 Program with streamlined timeframes for processing development clearances under the Back Basin General Permits or permit framework: Developers would only be required

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<sup>1</sup> While the implementation plan will focus on the B3 Program for the back basin, opportunities for broadening the program to encompass other lake shore areas that may arise during implementation, will be considered by the City's team and pursued if advantageous, on balance, to the City's future build out.

to submit Substantial Compliance Demonstration documents to a single point of contact, such as the RCA (under the general permit) or comply with the permitting framework, and would receive, within certain specified time periods, concrete feedback, and ultimately clearances and coverage of proposed development under the Back Basin General Permits from the Resources Agencies or issuance of individual permits under the permit framework approach.

4. Define a B3 Program management framework for establishing an ongoing conservation program that includes the following:

- A. Identification of 770 acres of Back Basin mitigation lands, which will be defined in a manner that builds upon lands already dedicated as mitigation, and considers the Back Basin areas most likely to serve as mitigation in light of the goals, objectives and requirements of the ELSP and MSHCP;
- B. A mechanism to provide for ultimate assemblage, management and conservation in perpetuity of 770-acres of biologically valuable and desirable mitigation land;
- C. A mechanism for the collection of funds for ongoing enhancement and management, of those lands;
- D. A mechanism for the collection of funds for further enhancement or alternatively the City acts as facilitator with existing permit holders for mitigation areas already dedicated within the Back Basin on a reasonably "fix" for existing non-compliant mitigation in the eyes of the agencies (regardless of the rational basis for the agencies dissatisfaction); and

5. Outline steps that might be taken to identify grant funding and other sources or methods for funding the development and implementation of the B3 Program that might be pursued by the City

## **Work Product**

1. Facilitate meetings with CDFW and permit holders and reach consensus on reasonable fixes to outstanding permit issues.
2. Manage biological resource assessment/survey of development lands and mitigation parcels; including coordination with ELSP landowners and/or project development teams.
3. Development of a detailed B3 Program implementation outline.
4. Engage in up to 2 meetings with City staff, City attorney and special counsel to consider the first draft of the implementation outline.
5. Coordinate with CDFW and other resource agency review of B3 Program implementation outline.
6. Prepare the final draft of the detailed B3 Program implementation outline.

7. Present the final draft of the detailed B3 Program implementation outline to City Council as directed by Staff and the City attorney.
8. Prepare Draft Back Basin Biological Compliance Program for team review
9. Engage in up to 2 meetings with City staff, City attorney and special counsel to consider the draft Back Basin Biological Compliance Program.
10. Revise Draft Back Basin Biological Compliance Program based on team comments
11. Prepare Final Back Basin Biological Compliance Program including review by CDFW and other resource agencies.
12. Present the final draft of the detailed B3 Program to City Council as directed by Staff and the City attorney.

### **Budget**

Initial not to exceed without prior authorization \$59,280.00 budget (312 hours Letterly Env. & Land Plnng. Mgmt.)

Billing rate \$190.00 per hour; \$100.00 per hour for travel

Expenses reimbursed (estimated \$1,000.00); limited to mileage, direct printing and copying charges, must receive prior approval for other expenses.

### **Schedule**

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| 1. Facilitate meetings with existing Back Basin permit holders on compliance strategy | 3-27-20  |
| 2. Reach concurrence with CDFW on reasonable fix to outstanding permit issues         | 4-30-20  |
| 3. Complete assessment of species and habitat conservation requirements               | 5-30-20  |
| 4. Finalize 770-acre plan including species and habitat requirements                  | 6-12-20  |
| 5. Prepare Initial Outline of Back Basin Biological Compliance Program                | 8-14-20  |
| 6. City Council Review  | 8-25-20  |
| 7. Prepare Draft Back Basin Biological Compliance Program for team review             | 9-18-20  |
| 8. Revise Draft Back Basin Biological Compliance Program based on team comments       | 9-30-20  |
| 9. Prepare Final Back Basin Biological Compliance Program                             | 11-20-20 |
| 10. City Council Review   | 12-08-20 |