

**SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF SANTEE AND HARRIS & ASSOCIATES**

This Seventh Amendment ("Amendment"), dated this 20th day of March 2020, for reference purposes only, is entered into by and between the City of Santee, a California charter city ("City") and Harris & Associates, ("Consultant"). City and Consultant are sometimes referred to in this Amendment individually as a "Party" and collectively as the "Parties." This Seventh Amendment is entered into in light of the following recited facts (each a "Recital").

RECITALS

A. City, under the Professional Services Agreement dated January 28, 2016 ("Agreement"), has retained the services of Consultant, a technical consultant, to provide professional services relating to the Fanita Ranch Environmental Impact Report (EIR) (the "Project").

B. On May 16, 2016, City and Consultant amended the Agreement to replace certain technical consultants listed in the Agreement and to increase the amount allocated to cultural resources records searches by \$1,500 from the previous amount of \$431,509.00 to \$433,009.00 ("First Amendment").

C. On October 18, 2016, City and Consultant amended the Agreement to increase the amount allocated to Consultant for additional cultural resources work, project meetings and management by \$271,192.00 from the previous amount of \$433,009.00 to \$704,201.00 ("Second Amendment").

D. On April 24, 2019, City and Consultant amended the Agreement to extend the term of the Agreement to July 31, 2020 ("Third Amendment").

E. On June 10, 2019, City and Consultant amended the Agreement to increase the amount allocated to Consultant by \$243,035.00 from the previous amount of \$704,201.00 to \$947,236.00 to conduct new and expanded EIR tasks, conduct expanded noise technical study tasks, attend additional meetings, conduct additional management tasks and expand air quality and greenhouse gas emissions tasks ("Fourth Amendment").

F. On August 8, 2019, City and the Consultant amended the Agreement to replace the technical consultant listed in the Agreement for the peer review of Padre Dam Municipal Water District (PDMWD) documents related to Fanita Ranch (Mark Elliott or CH2M) with Harris & Associates. The aforementioned consultant replacement was at no cost to the City ("Fifth Amendment").

G. On January 15, 2020, City and Consultant amended the Agreement to increase the amount allocated to Consultant by \$94,985.00 from the previous amount of \$947,236.00 to \$1,042,221.00 to conduct new and expanded tasks to complete: the Second Screencheck Fanita Ranch EIR sections, revised EIR technical reports, a Third Screencheck EIR submittal, the Noise Technical Study, and the air quality, energy, and greenhouse gas emissions (GHG) analyses and to participate in additional teleconferences ("Sixth Amendment").

H. The City and Consultant desire to amend the aforesaid Agreement to increase the amount allocated to Consultant by \$44,925.00 to: prepare the Notice of Completion, State Clearinghouse Summary Form and Draft EIR submittal package for distribution to the State Clearinghouse; conduct additional tasks associated with the Third Screencheck Draft EIR; participate in additional teleconferences and conduct additional management/coordination tasks; complete additional Noise Technical Report tasks; and expand the Air Quality, Energy, and Greenhouse Gas (GHG) emissions analyses.

I. This Seventh Amendment is authorized pursuant to Section 3 of the Agreement.

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties set forth their mutual covenants and understandings as follows:

TERMS

1. SCOPE OF SERVICES: The Scope of Services of the Agreement (Exhibit "A") is hereby amended and supplemented by the Scope of Services (AMENDED), attached to this Amendment as Exhibit "A" and incorporated into this Amendment by this reference.

2. COMPENSATION: Section 2.b of the Agreement is hereby amended to increase the total amount paid for services rendered by Consultant pursuant to this Agreement by \$44,925.00 from the previous amount of \$1,042,221.00 to \$1,087,146.00. The Schedule of Charges set forth in Exhibit "B" of the Agreement is hereby amended as set forth in Exhibit 'B' Schedule of Charges (AMENDED).

3. CONTINUING EFFECT OF AGREEMENT. Except as amended by this Seventh Amendment all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Seventh Amendment.

IN WITNESS WHEREOF, the Parties have caused this Seventh Amendment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first written above.

CITY OF SANTEE

By: Melanie Kush

Melanie Kush, AICP
Director of Development Services

Date: March 20, 2020

HARRIS & ASSOCIATES

By: Diane Sandman

Print Name: Diane Sandman

Title: Sr. Director

Date: March 17, 2020

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: Shawn Hagerty
Shawn Hagerty, City Attorney

Date: March 23, 2020

EXHIBIT A
SCOPE OF WORK TO PROFESSIONAL SERVICES AGREEMENT
(AMENDED)

A. ADDITIONAL TASKS RELATED TO DRAFT EIR PUBLIC REVIEW

Preparation of the Draft EIR Public Review Package and Distribution to the State Clearinghouse

Consultant will prepare the State Clearinghouse Notice of Completion Form, State Clearinghouse Project Summary Form, and 15 electronic copies of the Public Review Draft EIR and submit them to the State Clearinghouse at the start of public review. This task was not included in the original scope of work or previous contract amendments.

B. ADDITIONAL TASKS ASSOCIATED WITH A THIRD SCREENCHECK EIR SUBMITTAL

Revision of EIR Sections for Consistency with Updated LSA Technical Reports

Since the preparation and submittal of the Second Screencheck Draft EIR, LSA Associates, Inc. (LSA) has conducted and will conduct (see Task E) revisions to the GHG Analysis, Air Quality Analysis, Energy Analysis Report, and Health Risk Assessment that are beyond the original scope of work. Consultant will revise the Air Quality, GHG, and Energy EIR sections to make the EIR consistent with the revised technical reports. This additional level of effort was not included in the original scope of work or previous contract amendments.

C. ADDITIONAL TELECONFERENCES AND MANAGEMENT/COORDINATION FOR UPDATED LSA TECHNICAL REPORTS

1. Teleconferences

Due to the additions to LSA's scope of work (see Task E), the Consultant will participate in additional conference calls with LSA and City staff to discuss progress on and approach of the analyses for the revised GHG Analysis, Air Quality Analysis, Energy Analysis Report, and Health Risk Assessment. This contract amendment includes Consultant staff participation in six additional teleconferences at 1 hour per call.

2. Management/Coordination

Additional management time is required to coordinate with LSA and to review the revised drafts of the GHG Analysis, Air Quality Analysis, Energy Analysis Report, and Health Risk Assessment. Consultant will work with City staff and LSA to revise and update LSA's reports to adequately address the items in Task E.

D. EXPANDED NOISE TECHNICAL REPORT TASKS

Preparation of an Asphalt Rubber Infeasibility Memorandum

Through extensive research and investigation, it has been determined that the potential adverse impacts of asphalt rubber pavement outweigh the potential benefits. The City requested that Consultant prepare an Asphalt Rubber Infeasibility Memorandum. This is an out-of-scope task.

E. EXPANDED AIR QUALITY, ENERGY, AND GHG ANALYSIS TASKS (LSA)

LSA will conduct the following out-of-scope tasks related to the Air Quality Report, Health Risk Assessment, Energy Analysis Report, and GHG Analysis:

1. Expanded Air Quality Analysis Tasks

a. Air Quality Analysis/Project Team Meetings

LSA will participate in bi-weekly check-in calls with City and Consultant staff to review progress until the analyses are deemed ready for the California Environmental Quality Act (CEQA) public review. These meetings will provide a forum to discuss major assumptions and to obtain approval on the approach as the revised analyses move forward. An additional 24 hours of LSA staff time is assumed for these check-in calls.

b. Criteria Pollutant Analysis for the Preferred Land Use Plan With School and Land Use Plan Without School

LSA will provide a step-by-step description of how the California Emissions Estimator Model (CalEEMod) calculated emissions, including the assumptions of project compliance with regulations and specific project design features, were used in the model. In addition, LSA will provide a detailed description of CalEEMod, including why it is an accepted model to use for Fanita Ranch, and citations from the air districts, California Air Resources Board, and other state agencies to document that CalEEMod is the appropriate model to use for a project of this type. These revisions will require additional time and revisions to the criteria pollutant analysis and the Air Quality Analysis.

c. Health Risk Assessment for the Preferred Land Use Plan With School and Land Use Plan Without School

LSA will provide a systematic description of how CalEEMod was used in the Health Risk Assessment and how CalEEMod outputs were incorporated into the American Meteorological Society/Environmental Protection Agency Regulatory Model (AERMOD) used to calculate dispersion of toxic air contaminants. Additional details are needed to describe how the AERMOD calculates the dispersion of toxic air contaminants and the assumptions used in the model. Finally, LSA will include documentation from state and

federal agencies to support why AERMOD is the appropriate model to use in the Health Risk Assessment for the proposed project.

2. Expanded Energy Analysis Report Tasks

Energy Analysis Report for the Preferred Land Use Plan With School and Land Use Plan Without School

LSA will revise the Energy Analysis Report to describe the details and step-by-step calculations of the consumption of electricity, natural gas, gasoline, and diesel fuel for construction and operation of the proposed project.

3. Expanded Greenhouse Gas Analysis Tasks

Greenhouse Gas Analysis Report

LSA will revise the GHG emissions during construction and operation to be consistent with the revised Air Quality Analysis (see Task E.1) and Energy Analysis Report (see Task E.2). In addition, LSA will provide the following in the GHG Analysis Report:

- Details on each table of calculations in the report;
- An explanation of how the values were calculated in CalEEMod;
- An explanation of the CalEEMod inputs, outputs, and assumptions and details on the actions or structural changes that resulted in emission reductions (number of kilowatts of solar generation, etc.);
- An explanation of why CalEEMod is a valid model to use in calculating GHG emissions for a project of this type;
- Citations from air districts, California Air Resources Board, and state agencies documenting that the use of CalEEMod for a project of this type is valid;
- Calculations in CalEEMod of the loss of sequestration based on disturbance of on-site vegetation, and provision of the number of trees needed to offset the loss of sequestration;
- A description of any other emissions calculations completed outside of CalEEMod;
- A per-service population GHG threshold based on the technical portions of the Sustainable Santee Plan and the GHG threshold be used in the CEQA analysis of the proposed project;
- An analysis of including residential gas fireplaces in single-family and commercial areas within the proposed project and proposed mitigation to offset these emissions (including prohibiting gas fireplaces);
- Assumptions used in the calculations for the proposed project to address the use of the following:
 - Energy Star appliances
 - Outdoor lighting
 - Traffic Demand Measures
 - On-site electric vehicle charging systems
 - On-site electricity consumption during construction phases
 - Electric landscape equipment
 - Recycling and composting requirements

- Cool roofs on all building and dwelling units
- Cool pavement
- Tree planting
- Additional details documenting the assumptions used in regulatory compliance and project design features in calculating GHG emissions, which will be provided in a table format similar to the examples provided to LSA;
- Revisions and additional details in the consistency analysis of the proposed project with the adopted Sustainable Santee Plan. LSA will expand the existing consistency analysis to address or provide:
 - How the proposed project will implement each of the reduction measures, including timing, responsible party, and monitoring to ensure implementation;
 - Calculations of anticipated GHG emissions reductions from the proposed project in implementing each reduction measure;
 - How the proposed project is included in the forecasts of the Sustainable Santee Plan and how the proposed project remains within the GHG budgets of the plan.
- An expanded technical feasibility analysis of alternative ways the proposed project could achieve net zero emissions. Suggestions include, but are not limited to, reviewing the potential reductions from having an electric vehicle included with each residential unit, analyzing how the proposed project will reduce emissions through traffic flow improvements on State Route 52, or analyzing carbon credit purchases.
- Additional information and reduction potential from the following proposed on-site and off-site GHG mitigation measures:
 - Prohibiting wood-burning stoves and fireplaces, or alternatively, providing an agreed-upon cap on the allowed number of wood-burning stoves, fireplaces, or fire pits in the proposed project;
 - Complying with zero net energy design standards as defined by the California Energy Commission;
 - Providing shuttle service to Santee Trolley Square, the library, and other commercial locations in the City on an agreed-upon schedule and with a set of pick-up locations in each village of the proposed project;
 - Including an electric vehicle with each dwelling unit or alternatively every single-family dwelling unit;
 - Including a neighborhood electric vehicle with each dwelling unit; and
 - Identifying and analyzing the reduction potential for the proposed project from GHG mitigation provided in the analyses of similar projects.
- A discussion of how the net zero carbon emissions analysis compares the mitigated project to the GHG threshold described previously to demonstrate that the proposed project is below the threshold and, therefore, less than significant with regard to GHG impacts.

4. Contingency Budget

LSA will use a contingency budget of \$5,000 on a time-and-materials basis to complete agreed-upon, out-of-scope work and additional revisions. The use of the contingency budget will be triggered by an email authorization from the City and Consultant.

**EXHIBIT B
SCHEDULE OF CHARGES
(AMENDED)**

The total cost for the described tasks is \$44,925 as itemized below:

A. Additional Tasks Related to Draft EIR Public Review	
Preparation and Distribution of the Notice of Completion and Draft EIR Submittal to the State Clearinghouse	\$1,550
Subtotal	\$1,550
B. Additional Tasks Associated with a Third Screencheck EIR Submittal	
Revision of EIR Sections for Consistency with Updated LSA Technical Reports	\$3,940
Subtotal	\$3,940
C. Additional Teleconferences and Management/Coordination for Updated LSA Technical Reports	
1. Teleconferences	\$1,950
2. Management/Coordination	\$1,300
Subtotal	\$3,250
D. Expanded Noise Technical Report Tasks	
Preparation of an Asphalt Rubber Infeasibility Memorandum	\$1,865
Subtotal	\$1,865
E. Expanded Air Quality, Energy, and GHG Analysis Tasks (LSA)	
1. Expanded Air Quality Analysis Tasks	
a. Air Quality Analysis/Project Team Meetings	\$4,330
b. Criteria Pollutant Analysis for the Preferred Land Use Plan With School and Land Use Plan Without School	\$5,520
c. Health Risk Assessment for the Preferred Land Use Plan With School and Land Use Plan Without School	\$5,520
2. Expanded Energy Analysis Report Tasks	
a. Energy Analysis Report for the Preferred Land Use Plan With School and Land Use Plan Without School	\$1,450
3. Expanded Greenhouse Gas Analysis Tasks	
a. Greenhouse Gas Analysis Report	\$12,500
4. Contingency Budget	\$5,000
Subtotal	\$34,320
Total Tasks A–E	\$44,925