



September 28, 2020

Jose D. Jimenez
City of Commerce
2535 Commerce Way
Commerce, California 90040

Re: Extension to provide Environmental Planning Peer Review Services relating to the Environmental Impact Report Process for the so-called Modelo Project

Dear Mr. Cisneros:

Blue/Green Advisors (B/GA) appreciates this opportunity to respond to your request for an extension to our Agreement to provide Peer Review services related to the Environmental Impact Report (EIR) process for the so-called Modelo Development (Project). The Project proposed for a site located at 7316 Gage Avenue and 6364 Zindell Avenue, Commerce, CA 90040. It is B/GA's understanding that the City has requested that a third-party Peer Review will be conducted on the process through consideration by the City Council. Based on the initial information that you have provided to B/GA, a quick turn-around investigative program has been designed to:

- Advise the City regarding compliance with current California Environmental Quality Act (CEQA) Regulations and Guidelines.
- Review, comment and make editorial recommendations on all documents to be presented to the Public and responsible Agencies and other interested entities.
- Provide advice that may be used to ensure that, if the Final EIR is certified and the proposed project approved, the City's interests will be protected.

The remainder of this letter presents the proposed scope of work, price quotation, schedule, and terms/conditions for completion of these tasks.

SCOPE OF WORK

The scope of this project will include a review of all documents and presentation materials, and attendance at three relevant Public Meetings as follows:

- Review, make editorial recommendations and provide comment on the Final Screencheck Draft EIR
- Provide input for and attend the Public Meeting for the Draft EIR
- Assist in development of the Response to Comments, and review, make editorial recommendations, and provide comment for the Final EIR
- Consult with City Staff and provide input for the Planning Commission Meeting
- Consult with City Staff and provide input for the City Council Meeting
- Review the Notice of Determination



PRICE QUOTATION

Based on our understanding of scope as requested by the City, B/GA's Fixed Fee quote to complete the professional services described herein is **\$7,500**, with up to three one-month extensions by mutual consent at the rate of \$1,500/month Professional services will be billed in accordance with the terms and conditions documented herein. If it is determined during the performance of the tasks described herein that there are subject areas that should be removed or added to B/GA's scope, a separate price quote for the new scope will be submitted.

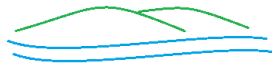
TERMS AND CONDITIONS

FEES AND PAYMENT

In consideration of Services performed, Client shall pay Consultant the fees according to the schedule set forth in Table 1, for a fixed fee of \$7,500. *Fees are to be paid within 20 days of receipt by the City of the Monthly Fee Invoice.*

OTHER TERMS AND CONDITIONS

1. Retainer. Blue/Green Advisors waives a retainer. Should a retainer be required in the future, retainer amounts will be agreed upon by Blue/Green Advisors and Client in a separate formal agreement.
2. Interim Report Schedules. Upon request, Blue/Green Advisors shall provide the City with an interim report schedule describing services in progress and those that have been completed and presented in a form which does not disclose the City's confidences or Blue/Green's work product.
3. Early Termination. In the event of early termination of this Agreement, all fees and expenses incurred prior to the early termination date are due and payable to Blue/Green Advisors within a reasonable period, not to exceed 30 days after the termination takes effect.
4. Subcontracting for Services. Blue/Green Advisors may not contract with other parties.
5. Independent Contractor. It is understood that Blue/Green Advisors shall be an independent contractor with respect to services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venture, agent, or have any other legal relationship with the City. Except as otherwise expressly provided herein, the City shall not be responsible for the payment of any taxes, permit fees, or licenses incurred by or required by Blue/Green Advisors in order to perform services under this Agreement.
6. Conflict of Interest. During the term of this Agreement, Blue/Green Advisors shall not knowingly represent or receive compensation, fees, expenses or other items of monetary value from any person or entity whose interests' conflict with those of the City. In the event of an unanticipated conflict of interest, Blue/Green Advisors shall immediately inform the City.
7. Assignment. Both Blue/Green Advisors and the City shall not assign, in whole or in part, this Agreement, nor any other obligation of Blue/Green Advisors and/or the City hereunder, without the prior written consent of the other party.
8. Ownership of Work Product. Blue/Green Advisors agrees that all documents and other work products generated on behalf of the City in connection with this Agreement are the property and work product of the City.
9. Waivers and Severability. A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part; nor shall the waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision is deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions of the Agreement.



10. Disputes – Applicable Law and Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of California, now or hereafter in effect, and venue for any proceedings hereunder shall be in Los Angeles County, California. In the event of any legal or equitable proceeding to enforce the terms of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such action shall be limited to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred.

NOTICE

Any notice given by either party shall be in writing and shall be deemed given, three (3) days after deposited in the United States mail, postage prepaid, certified return receipt requested, or upon actual delivery to the other party at the following addresses:

TO Client:

Edgar P. Cisneros, City Manager
City of Commerce
2535 Commerce Way
Commerce, CA 90040

TO Consultant:

John R. Anderson
dba: Blue/Green Advisors
11851 Big Canoe
Jasper, GA 30143

ENTIRE AGREEMENT

Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

IN WITNESS WHEREOF, Client and Consultant have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

FOR: CONSULTANT

FOR: CLIENT
City of Commerce

Signature

Signature

John R. Anderson

Name (Typed or Printed)

By:

Name (Typed or Printed)

Date

Date

cc: Noel Tapia, City Attorney
Jose Jimenez, Director of Planning
Adrian Comstock, Founder & Principal, Comstock Realty Partners
Christine Young, Project Associate, Modelo Team Lead
Fernando Villa, Allen Matkins

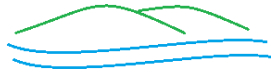


TABLE 1

Task Schedule and Fixed Fee Breakdown/Invoice Schedule

Tasks

Task 1: July 6, 2020 to July 20, 2020

Review of Draft EIR. Submission of initial comments and questions. Review of EIR Consultant/Legal responses and final edits.

Task 2: July and August 2020

Provide input/virtually attend Public Meeting for the Draft EIR. Work with EIR Consultant and Legal to review comments submitted during the Public Review Period and draft Responses. Prepare Responses to Comments and the Final EIR. Attend the Planning Commission Meeting.

Task 3: September/December 2020

Provide input for/virtually attend City Council Meeting and ensure filing of Notice of Determination, if approved.