

Project Name: Downtown Thousand Oaks Project EIR

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF THOUSAND OAKS  
AND  
(CSG Consultants, Inc)**

THIS AGREEMENT is made and entered into this 25<sup>th</sup> day of March, 2025, by and between **CITY OF THOUSAND OAKS**, a municipal corporation ("City"), and **CSG Consultants, Inc** ("Consultant").

City and Consultant agree as follows:

**1. RETENTION OF CONSULTANT**

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**2. DESCRIPTION OF SERVICES**

The services to be performed by Consultant are as follows:

Professional services in conjunction with the preparation of an Environmental Impact Report (EIR) to meet the requirements of the California Environmental Quality Act (CEQA) for the project known as the Downtown Thousand Oaks Project. Services and deliverables as more particularly set forth in the Scope of Work, attached as Exhibit "A," which is incorporated herein by reference.

**3. COMPENSATION AND PAYMENT**

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of **\$347,760** (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly, at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees, attached as Exhibit " B" and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant for the term of this Agreement.

(b) **Payment.** Consultant shall provide City with written verification of the actual compensation earned, in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including, if applicable, a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

(c) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Exhibit "B."

#### **4. CITY PROJECT MANAGER**

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Justine Kendall.

#### **5. TERM, PROGRESS AND COMPLETION**

The term of this Agreement is from the date first written above to March 31, 2027 unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed under the Agreement until (i) Consultant furnishes proof of insurance as required by paragraph 9 below, and (ii) City's Project Manager gives written authorization to proceed with the work. All services shall be completed within the term of this Agreement.

#### **6. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, graphics, brochures, reports, and other documentation for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

#### **7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTS**

This Agreement is for professional services, which are personal to City. Glenn Lajoie is deemed to be especially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the

performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should said individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement.

This Agreement is not assignable by Consultant without City's prior written consent.

The following portions of the work described in this Agreement may be subcontracted out to other parties by Consultant:

- Michael Baker International – to prepare the Air Quality Evaluation, Biological Resources Assessment, Energy Analysis, Greenhouse Gas Emissions Analysis, and Noise and Vibration Analysis;
- EPD Solutions – to prepare the Wildfire Evacuation Study; and
- CRM Tech – to prepare the Cultural Resources Analysis and conduct the required Tribal Consultation.

## **8. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for Consultant's Damages.** Consultant holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

**(b) Defense and Indemnity of Third Party Claims/Liability.** Consultant shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, agents, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Consultant, or should City otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

(c) **Nonwaiver.** City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 9.

## **9. MINIMUM SCOPE AND LIMIT OF INSURANCE**

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

Coverage shall be at least as broad as:

(a). **Commercial General Liability (CGL):** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

(b). **Automobile Liability:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c). **Worker's Compensation:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its elected officials, officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subcontractors.

(d). **Professional Errors and Omissions Insurance:** Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years.

If Consultant maintains higher limits than the minimum shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

City, its elected officials, officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Consultant shall ensure that the automobile liability policy contains a provision covering City as an additional insured, and shall obtain an endorsement to that effect if it does not.

#### Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or

be endorsed to contain a provision that such coverage shall also apply on a primary and no-contributory basis for the benefit of City as required in written contract or agreement before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

#### City's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, City may cancel this Agreement.

#### City's Right to Revise Specifications

City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

#### Primary and Non-Contributory Coverage

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13.

#### Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to City).

### Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected officials, officers, agents, employees or volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Consultant hereby waives his own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to City prior to commencement of work.

### Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

- (a). The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
- (b). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.
- (c). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

### Verification of Coverage

Consultant shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

## **10. RELATION OF THE PARTIES**

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the 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.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## **11. CORRECTIONS**

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

## **12. TERMINATION BY CITY**

City may terminate without cause any or all of the services agreed to be performed under this Agreement upon 30 calendar days' written notice. If termination is for cause, no advance notice need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

## **13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of



the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

#### **14. AUDIT OF RECORDS**

Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

#### **15. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

#### **16. CONFLICT OF INTEREST**

Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City employee or official.

**17. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

**18. MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**19. GOVERNING LAW**

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

**20. TAXPAYER IDENTIFICATION NUMBER**

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

**21. NON-APPROPRIATION OF FUNDS**

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

**22. MODIFICATION/AMENDMENT OF AGREEMENT**

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the City and Consultant.

**23. USE OF THE TERM "CITY"**

Reference to "City" in this Agreement includes the City Manager or any authorized representative acting on behalf of City.

**24. PERMITS AND LICENSES**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**25. CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

**26. AUTHORIZATION**

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

**27. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services.

**28. PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**29. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:	Attention: Justine Kendall, Senior Planner Community Development Department City of Thousand Oaks 2100 Thousand Oaks Boulevard Thousand Oaks, CA 91362
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TO CONSULTANT: Glenn Lajoie, Principal, Director of Environmental Planning  
CSG Consultants, Inc.  
3707 W. Garden Grove Blvd, Ste 100  
Orange, CA 92868

### **31. SIGNATURES**

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

### **32. LEVINE ACT COMPLIANCE**

California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement if the councilmember receives a campaign contribution totaling more than \$500 (aggregated) from the party to the contract, agreement, or franchise agreement, an agent of the party, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Councilmembers must also disclose any eligible campaign contribution received on the record of the proceeding.

Councilmembers are also prohibited from soliciting, accepting or directing campaign contributions totaling more than \$500 (aggregated) from the applicant or party, an agent of the applicant/party, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months, and for twelve (12) months following the date a final decision on the contract/agreement is made.

The Levine Act also requires parties to a contract, agreement, or franchise agreement to disclose any campaign contribution over \$500 (aggregated) within the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement. The Levine Act does not apply to contracts under \$50,000, competitively bid, labor, or personal

employment contracts. An agent to the Party/Consultant/Service Provider is prohibited from making any contributions whatsoever during this time period.

In order to assure compliance with these requirements, Party/Consultant/Service Provider has provided the disclosure requirements identified in the Levine Act Disclosure Form, attached as Exhibit "C," incorporated herein by reference, and Party/Consultant/Service Provider verifies by its signature that it has completed Exhibit "C" in compliance of these requirements.

Party/Consultant/Service Provider shall also be responsible for understanding and complying with requirements of Government Code section 84308, which prohibits parties to a contract/agreement, as well as their agents and representatives, from contributing more than \$500 (aggregated) to a City Council member of the City of Thousand Oaks for the 12 months prior to the award of this Contract/Agreement, and for the 12 months following award of this Contract/Agreement. An agent to the Party/Consultant/Service Provider is prohibited from making any contributions whatsoever during this time period. Where applicable, Party/Consultant/Service Provider shall disclose any post-award campaign contributions prior to seeking an amendment to this Contract/Agreement.

**In concurrence and witness whereof**, this Agreement has been executed by the parties effective on the date and year first above written.

**CSG CONSULTANTS, INC.**

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By: Cyrus Kianpour  
Title: President of Planning Services

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By: Nourdin Khayata  
Title: Secretary

**CITY OF THOUSAND OAKS**

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David Newman, Mayor

**ATTEST:**

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Laura B. Maguire, City Clerk

**APPROVED AS TO ADMINISTRATION:**

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Andrew P. Powers, City Manager

**APPROVED BY DEPARTMENT HEAD:**

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Kelvin Parker, Director, Community Development Department

**APPROVED AS TO FORM:**

Office of the City Attorney

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By: Tracy Noonan, City Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK**  
**(ENVIRONMENTAL CONSULTING SERVICES)**

CSG Consultants ("Consultant") is to provide support to the City of Thousand Oaks, a municipal corporation ("City"), to comply with the California Environmental Quality Act (CEQA) for the Downtown Thousand Oaks Project (Project), a City-initiated project that seeks to establish a central hub by reconfiguring the existing Civic Arts Plaza at 2100 E Thousand Oaks Boulevard and developing the vacant City-owned parcel to the west of City Hall. A Program Environmental Impact Report (Program EIR) is to be prepared for the Project.

The Consultant is to ensure the Program EIR meets the technical and legal standards required to comply with CEQA and the City's environmental review process. The City of Thousand Oaks is to be the Lead Agency.

In general, the Scope of Work includes the following activities:

- Project Initiation
- Project Description
- Prepare and Distribute Required Notices (ex. Notice of Preparation and Tribal Consultation Letters)
- Prepare and Review Technical Studies
- Prepare and Distribute Draft Program EIR
- Prepare and Distribute Final Program EIR
- Management, Meetings/Teleconferences & Coordination

**Task 1.0: Initiate Project**

**Task 1.1: Kick-off Meeting**

Within one week of receiving the signed contract, the Consultant will schedule an initial kickoff meeting with the City staff and the Project Consultant team to refine the scope of work and project schedule. It is assumed that attendance at the kickoff meeting will be virtual. The Consultant will prepare a meeting agenda before the meeting and will disseminate meeting minutes within a week after the kickoff meeting. The purpose of the meeting will be to:

- Refine the scope of work for the proposed project and establish timelines, team roles, and clear lines of communication between the City, Environmental Consultant, and Project Consultants
- Establish procedures for communication, product review, peer review, and task completion
- Preview a preliminary list of data needs
- Establish a mutual understanding of the key issues to be addressed in the environmental document and delve into project-related issues.
- Discuss the conceptual project description and objectives.

- Identify a project schedule and key milestones, including delivery of and review of technical studies.

Deliverables:

1. Electronic submittal of project kickoff meeting agenda.
2. Attendance at project kickoff meeting.
3. Electronic submittal of project kickoff meeting minutes.

### **Task 1.2: Data Review and Needs Request**

The Consultant staff of technical experts will perform a review of available technical reports, the existing Specific Plan EIR No. 11, the General Plan EIR (Certified November of 2023, State Clearinghouse No.2022060087), and other pertinent documents available at the time of kick-off. A Data Needs Request will be prepared for both immediate and long-term needs.

Deliverables:

1. Consultant will conduct a site visit to assist in describing the environmental setting and to photographically document the site and surrounding area
2. Electronic submittal of a Data Needs Request document

### **Task 1.3: Project Description**

The Consultant will work with City staff and project design consultants to prepare a project description articulating the proposed project, required development activity, discretionary approvals, and other pertinent information. The Project Description will detail the site location, proposed Project characteristics, Project objectives, phasing, and agreements/permits/approvals that are required. The Project Description will present the proposed demolition, construction, land uses, project features, development regulations, design, and infrastructure improvements. This section will include a summary of the Project's local environmental setting, existing General Plan, and Zoning designations. Exhibits depicting the regional and site vicinity will be included in the section. The Consultant will submit the draft Project Description for City review and will revise the Project Description to address comments provided by the City and stakeholders. Once finalized, the Project Description will be distributed and used by the CSG team and subconsultants.

Deliverables:

1. Electronic submittal of the draft Project Description, to be provided in Word and PDF to the City for edits and comments via OneDrive or Sharepoint, as directed by the City

## **Task 2: Prepare and Distribute Notices**

### **Tasks 2.1: Notice of Preparation (NOP)**

Consultant will prepare the Notice of Preparation (NOP) in accordance with substantive provisions of CEQA Guidelines Section 15063 to initiate the environmental review process and solicit input from agencies, organizations, and interested individuals. At a minimum, the NOP will include: a summarized Project Description, a site map, a date and



location of the public scoping meeting, a discussion on the environmental issue areas requiring analysis, and a justification for the exclusion of any environmental issue areas from the Program EIR, if applicable, and a list of potential environmental permits and planning entitlements that may be required to support the Project.

In addition, the Consultant will compile a distribution list, in coordination with City staff, of responsible and trustee agencies, adjacent property owners, and persons requesting notice. This Scope of Work assumes one round of review and revisions for the NOP.

Once the NOP is signed by the City, the Consultant will work with the City to determine the appropriate distribution strategy for the NOP to begin the 30-day public scoping period. The Consultant will file the NOP at the Ventura County Clerk and the State Clearinghouse. The City will print and mail the NOP to the distribution mailing list.

**Deliverables:**

1. Electronic submittal in MS Word or Excel format of the NOP Distribution list
2. Electronic submittal of the Administrative NOP
3. Electronic submittal of the Public Review NOP to the City and State Clearinghouse CEQAnet web portal, and hardcopy submittal to the County Clerk

**Task 2.2: Conduct Scoping Meeting**

The consultant will attend and participate in one virtual public scoping meeting with City staff to receive oral and written comments on the previously released NOP. The consultant's responsibilities will include: preparing a presentation to introduce the project and CEQA process, recording comments and issues discussed, compiling and summarizing written and oral public comments following the 30-day public review of the NOP, and identifying substantive comments that warrant further consideration.

**Deliverables:**

1. One public scoping meeting to be hosted by the City and facilitated by the Consultant
2. Electronic submittal of Scoping Report summarizing comments and responses

**Task 2.3: Agency/ Non-Agency Consultation and Response to Comments**

During the 30-day public review period for the NOP, the Consultant will maintain clear and open communication to effectively coordinate with the City. Additionally, the Consultant will coordinate with any and all appropriate agencies and stakeholders outside of the City as deemed appropriate. The Consultant will incorporate comments submitted during the NOP review period into the Draft Program EIR.

**Deliverables:**

1. Summary of comments will be provided and incorporated into the Draft Program EIR or other environmental document, as required

**Task 2.4: Tribal Consultation**

During the 30-day public review period for the NOP, the Consultant will prepare a distribution list of contacts required to receive notification letters according to California Assembly Bill (AB) 52 and Senate Bill (SB) 18. The Consultant will also draft the notification letters and send them via certified mail. Additionally, the Consultant will assist

staff during any requested consultations with Native American tribes and prepare a summary report documenting the discussions and outcomes of such consultation(s).

Deliverables:

1. Electronic submittal of Tribal Consultation Notification Distribution List
2. Electronic submittal of Tribal Consultation Notification Letters, as required, for Consultant to send via certified mail

### **Task 3: Assess and Prepare Technical Analyses/Reports**

#### **Task 3.1: Peer Review of City-Provided Technical Studies**

The Consultant will provide a peer review of the technical analysis to confirm the accuracy and completeness for the purposes of the CEQA review and clearance for the following studies to be provided by the City:

- Geotechnical Analysis
- Hydrology Study
- Water Quality Assessment
- Protected Tree Report
- Site Survey Analysis
- Traffic Impact/VMT Study
- Visual Simulations
- Utilities Analysis

The peer review will determine whether each technical study provides a consistent Project Description and ensure that substantial evidence is provided to support the impact review and findings of significance. The peer review will be thorough for each technical study, focusing on background and existing conditions, methodologies, recommendations, and the conclusions of impacts and findings, are consistent with the guidance set forth by the CEQA Guidelines.

Deliverables:

1. Electronic submittal of a peer review memorandum for each City-generated technical study/analysis describing any questions, inaccuracies, items for clarification/elaboration, and the general presentation of information.
2. Electronic submittal of a second review and follow-up memorandum on the update for each technical study/analysis provided by the City.

#### **Task 3.2: Preparation of Technical Studies**

The Consultant or their designated subconsultants will prepare the following technical reports:

- Air Quality Evaluation
- Biological Assessment
- Cultural Resources Phase 1 Assessment
- Energy Analysis
- Fire Protection Plan/ Evacuation Study
- Greenhouse Gas Emissions Report

- Health Risk Assessments (Operational and Construction)
- Noise and Vibration Report

Deliverables for each subtask:

1. Electronic submittal of draft, screencheck, and public copies of each report.
2. Response to comments on any report submitted to an outside agency for review.

### **Task 3.2.1: Prepare an Air Quality Evaluation**

The Consultant will assess the consistency of the Project with the most recent VCAPCD Air Quality Management Plan (AQMP), Thousand Oaks General Plan, and any pertinent air quality statutes and regulations at the local, regional, state, and federal level that apply to the Project. The Consultant or their designated subconsultant will assess the potential air quality impacts that may arise from implementation of the project, which consists of the construction of mixed-use development including street realignment, surface and structured parking, existing building adaptation and reuse, and landscaping. The Consultant will quantify the project's construction and operational emissions using the Ventura County Air Pollution Control District (VCAPCD) recommended California Emissions Estimator Model (CalEEMod).

The project site is located within the South Central Coast Air Basin (SCCAB), which is under the local jurisdiction of the VCAPCD. Baseline meteorological and air quality data developed through the California Air Resources Board (CARB) will be utilized for the description of existing ambient air quality.

Construction impacts due to the demolition of existing structures and construction of the proposed development will be quantified using VCAPCD-approved methodologies. The Consultant or their designated subconsultant will compare the quantified regional project construction and operational emissions to the VCAPCD thresholds of significance as stated in the VCAPCD Air Quality Assessment Guidelines. Criteria air pollutant calculation worksheets will be included as an appendix to the Program EIR. Naturally occurring asbestos impacts during demolition and any dust control measures necessary to minimize PM emissions and Valley Fever impacts during site preparation and grading will also be discussed qualitatively.

The Consultant or their designated subconsultant will assess the potential for operational toxic air contaminant impacts based on land use compatibility recommendations from CARB and the VCAPCD. Operational (i.e., area, mobile, and energy source) emissions will be quantified and compared to the VCAPCD air quality emissions thresholds. The emissions will be quantitatively derived utilizing CalEEMod. Primary sources of emissions will be related to area sources, energy sources, and local/regional vehicle miles traveled. The Consultant or their designated subconsultant will assess the potential for the project to contribute to localized CO hotspots at roadway intersections semi-qualitatively based on the information provided in the traffic assessment and guidance from the VCAPCD's Air Quality Assessment Guidelines for screening CO levels at intersections. Odor impacts from construction and operation will be analyzed qualitatively.

The Consultant or their designated subconsultant will assess cumulative impacts by using a list provided by the City that identifies any new related Projects within the vicinity that may have been proposed since February 2025 and address the CEQA consideration that the Project may have impacts that, although not individually significant, could be cumulatively considerable. If potentially significant impacts are found, the Consultant will develop mitigation measures for construction and operational emissions where feasible to address significant air quality impacts. Mitigation measures will be based on measures recommended by the City and the VCAPCD, as well as other appropriate measures.

With regards to the air quality evaluation, the City will provide reasonably complete and comprehensive data regarding sustainability features, construction, construction phasing, and operations. Where appropriate, the Consultant should use CalEEMod default values to identify other assumptions.

### **Task 3.2.2: Prepare Health Risk Assessments**

Operational and Construction health risk assessments (HRA) will be prepared by the Consultant to analyze the potential health risks associated with the project.

The Consultant or their designated subconsultant will quantify construction diesel particulate matter (DPM) emissions during construction utilizing the CalEEMod modeling results prepared for the air quality analysis as described above. Construction DPM concentrations will be projected at the nearest sensitive receptors using the U.S. EPA AERMOD dispersion modeling software. The modeled concentrations will be used to determine the increase in cancer risk, as well as the chronic and acute health impacts due to DPM exposure. The increased cancer risk and health hazard will be calculated following the methodology in the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment (OEHHA) Air Toxics Hot Spots Program Risk Assessment Guidelines - The Air Toxics Hot Spot Program Guidance Manual for Preparation of Health Risk Assessment.

The Consultant or their designated subconsultant will quantify operational DPM sources during operations based on CARB's emissions factors. Operational pollutant concentrations will be projected at the nearest sensitive receptors using the U.S. EPA AERMOD dispersion modeling software. The modeled concentrations will be used to determine the increase in cancer risk, as well as the chronic and acute health impacts due to DPM exposure. The increased cancer risk and health hazard will be calculated following the methodology in the California Environmental Protection Agency's OEHHA Air Toxics Hot Spots Program Risk Assessment Guidelines - The Air Toxics Hot Spot Program Guidance Manual for Preparation of Health Risk Assessment.

If the health risk exceeds APCD threshold levels, the Consultant will recommend feasible mitigation measures.

### **Task 3.2.3: Prepare a Biological Resources Assessment**

The Consultant or their designated subconsultant's biologist will review historic/current aerial photographs and topographic maps to assess existing site conditions and any ecological changes that have occurred within the Project site over time, conduct a desktop

analysis that will include the review of available relevant literature and data on sensitive habitats and special-status species distributions, and run a query of select resource databases such as the California Department of Fish and Wildlife California Natural Diversity Data Base, the California Native Plant Society Online Inventory of Rare and Endangered Plants and the U.S. Fish and Wildlife Information for Planning and Consultation System for information regarding sensitive species and habitats reported in the region. In addition, the Consultant biologist will conduct a site visit of the Project Site. Notes will be taken on all plant and wildlife species observed on-site during the field survey. The information gathered during the site visit and desktop analysis will be compiled into a memorandum report, for reference in the Program EIR. If potentially significant impacts are found, the Consultant will recommend feasible mitigation measures.

#### **Task 3.2.4: Prepare a Cultural, Historical, Paleontological and Tribal Resources Assessment**

The Consultant or their designated subconsultant will prepare the cultural, historic and tribal resources review to support the Cultural Resources section of the Program EIR including a records search at the California Historical Resources Information System - South Central Coastal Information Center (CHRIS-SCCIC) at California State University, Fullerton to identify previous archaeological studies and archaeological resources recorded within 0.25 mile of the project area; a records search and literature review for the project area from the Vertebrate Paleontological section of the Los Angeles County Museum of Natural History; a Sacred Lands File search at the Native American Heritage Commission; GIS map review, field survey visit; and historic aerial image review.

In addition, the Consultant will conduct a paleontological records check at the Natural History Museum of Los Angeles County (NHMLAC) and geologic map and geotechnical review as required.

#### **Task 3.2.5: Prepare an Energy Analysis**

Baker will analyze the energy implications of the Project pursuant to Public Resources Code Section 21100(b)(3) and Appendix G and Appendix F of the CEQA Guidelines. These statutes and guidelines require a project to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. In addition, Appendix G of the CEQA Guidelines requires a consistency analysis with state or local plans for renewable energy or energy efficiency. The analysis will analyze energy consumption associated with short-term construction activities and long-term operations using CalEEMod based on the Project's land use data. The analysis will also discuss the effects of the Project on regional and local energy supply, demand, and resources, and the Project's consistency with energy standards and requirements.

The Consultant will quantify the project's anticipated construction energy needs based on estimated fuel consumption for construction equipment, haul trucks, vendor trucks, and construction workers utilizing the project information and assumptions described under the Air Quality and GHG tasks. The Consultant will quantify the project's anticipated net increase in operational energy needs at full buildout conditions based on the estimated

electricity and natural gas usage for the project uses. The project's water demand would result in electricity usage from the supply, conveyance, distribution, and treatment of potable water and will be included in the estimated electricity usage. The operational energy needs will take into account compliance with the Title 24 Building Energy Efficiency Standards and California Green Building (CALGreen) Code, as applicable. The Consultant will estimate the transportation-related energy needs based on the estimated fuel consumption for vehicle trips to and from the project Site using trip rates in the project's traffic assessment and the estimated VMT.

The Consultant will summarize the project's conservation measures, including project commitments and design features that would minimize and reduce the project's consumption of fuel and energy. Additionally, the assessment of environmental impacts on energy resources will include mitigation measures to reduce inefficient and unnecessary consumption of energy, if necessary.

### **Task 3.2.6: Prepare a Wildfire Technical Study and Evacuation Analysis**

As the Project is located within a Very High Fire Hazard Severity Zone, a Wildfire Technical Study (WTS) meeting Ventura County Fire Department (VCFD) requirements and guidelines will be prepared and submitted to the VCFD for review prior to publication of the final public review Draft Program EIR. The WTS will evaluate fire risk and provide information regarding fire code conformance, specifically related to its location within a very high fire hazard severity zone. Additional tasks related to drafting of the WTS include site-specific risk assessment and field data collection, fire behavior modeling, and preparation of a Fire History Exhibit. In addition, the Consultant or their designated subconsultant will prepare an evacuation analysis, tiered from Appendix B, Emergency Evacuation Analysis, of the City's General Plan. The evacuation analysis will include identification of regulations and agencies involved with evacuation planning and implementation within the City, location of potential sites to shelter-in-place, identification of evacuation routes and capacity of each route, and determination of traffic volumes on evacuation routes in order to provide a menu of strategies and mitigation measures, as required.

### **Task 3.2.7: Prepare a Greenhouse Gas Analysis**

The Consultant or their designated subconsultant will analyze GHG emissions in accordance with State Office of Planning and Research (OPR) guidelines. The Consultant will quantify emissions of GHGs from construction and operation of the proposed Project, including the Project's vehicle trip generation, energy consumption, and other operational sources and will prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile sources) and indirect sources (i.e., energy/water consumption and wastewater/solid waste generation). The Consultant or their designated subconsultant will then analyze the consistency of these emissions with applicable state, regional, and City of Thousand Oaks ordinances, plans, and policies promulgated to reduce GHG emissions, including the California Air Resources Board 2022 Scoping Plan for Achieving Carbon Neutrality, Southern California Association of Governments (SCAG) 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy (2020–2045 RTP/SCS) and

Connect SoCal 2024 plan, and the City's Climate and Environmental Action Plan and 2045 General Plan.

Reductions from recently adopted programs and regulations will be included, such as improvements in fuel efficiency, state building code energy efficiency, and landscaping water efficiency. The GHG emissions analysis will also discuss the potential global climate change impacts, the effects of GHG emissions, and history of GHG emissions regulations in California. The Consultant will also discuss and quantify (to the extent data is available) GHG reductions from land use characteristics (i.e., proximity to transit, proximity to job centers, walkability, etc.) and green building features that would be incorporated into the project. CalEEMod worksheets with the GHG output will be included as an appendix to the Program EIR.

If potentially significant impacts are found, the Consultant will develop mitigation measures for GHG emissions where feasible to address significant impacts. Mitigation measures will be based on measures recommended by the City and the State, as well as other appropriate measures that reduce GHG emissions.

### **Task 3.2.8: Prepare a Noise and Vibration Report**

A maximum of six short-term noise measurements will be conducted by the Consultant or their designated subconsultant to characterize ambient noise conditions around the project area. Noise recording lengths are anticipated to require approximately 10 minutes at each location. Manual traffic counts of vehicles along the adjacent street segment will also be completed during the sound level measurements to calibrate the traffic noise model for use in characterizing the ambient community noise equivalent level. A 24-hour SPL measurement may be conducted at one of these six locations, or at another additional location, as needed based on the Consultant's discretion. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (L<sub>max</sub>) and hourly equivalent continuous noise levels (L<sub>eq</sub>) and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be based on the sensitivity of the area, anticipated construction activities, and vibration criteria recommended by the Federal Highway Administration's (FHWA) Traffic Noise Model or similar.

The noise assessment will prepare stationary operational source noise level estimates using available resources, including the Roadway Construction Noise model published by the FHWA and other available resources, to estimate the future noise levels at the noise-sensitive land uses adjacent to the project site. Vehicular traffic noise will be assessed with the FHWA's Highway Traffic Noise Assessment Guidelines. The Project-generated off-site traffic noise levels will be compared to the applicable City Municipal Code specifications and/or land use compatibility criteria for off-site uses. On-site noise-generating activities (e.g., stationary sources, parking lot activities, etc.) will also be addressed and analyzed for potential impacts to the adjacent uses and will be assessed

against the City Municipal Code specifications. Compliance with applicable noise standards will be evaluated, with recommended mitigation measures included where appropriate.

#### **Task 4: Prepare Draft Program EIR**

##### **Task 4.1: Prepare Administrative Draft Program EIR**

The Consultant will prepare a comprehensive, accurate, and objective Program EIR for the proposed project, ensuring full compliance with CEQA requirements and Guidelines and all applicable guidance and procedures established by the City for environmental review.

The Administrative Draft Program EIR will provide a thorough and detailed analysis of the project's environmental impacts. Each section of the Program EIR will clearly and explicitly describe the methodology and criteria used to assess project impacts, including any assumptions, models, or modeling techniques applied in the analysis.

The Administrative Draft Program EIR will include the following sections:

- *Table of Contents*
- *Purpose and Introduction to the Environmental Analysis*  
A brief introduction to the Program EIR will be prepared to describe the purpose of the Program EIR. This chapter will describe the background of the proposed project, purpose, and scope of the Program EIR; a summary of the environmental and public review process; and a brief outline of the document's organization.
- *Executive Summary with Impact/ Mitigation Table*  
The Executive Summary will be compliant with State CEQA Guidelines Section 15123 and include a brief synopsis of the proposed project and project objectives, necessary actions by the City of Thousand Oaks to approve the proposed project or issue discretionary permits, areas of controversy/issues to be resolved, a description of the intent of the MMRP, and an overview of project alternatives. A table will also be provided which summarizes the environmental impacts that would result from implementation of the proposed project, including the level of significance of impacts prior to the incorporation of mitigation measures, if applicable; proposed mitigation measures that would avoid or reduce project-related impacts; and the level of significance of impacts after the incorporation of mitigation measures.
- *Project Description*  
See **Task 1.3**.
- *Cumulative Projects Identification*



Consultant will describe the reasonably foreseeable projects to be identified by the City as well as the assumptions utilized in the cumulative analysis in the Program EIR. Cumulative analyses are typically qualitative in nature and should be based upon known projects, either approved, proposed (applications on file), or reasonably foreseeable from the time of NOP, within a defined area around the proposed Project site, as determined by the factors relevant to each environmental issue area and identified in the traffic impact analysis. The Consultant will review the cumulative projects list provided by the City to ensure that the cumulative impact assessment is based on potential development projects that may, in combination with the proposed Project, create cumulatively considerable environmental impacts, as required by Section 15130 of the State CEQA Guidelines. The Consultant will review and confirm the list of cumulative projects to be used as part of the cumulative impacts analysis.

- *Environmental Topics*

The Program EIR will address each issue on the CEQA Appendix G checklist as summarized below:

- **Aesthetics, Light, and Glare.** The Program EIR analysis will identify and evaluate impacts to scenic vistas and scenic resources, visual character and views from public vantage points, as well as the impacts of proposed lighting as compared to existing conditions. Short-term site work and construction effects will be studied. Potential impacts to sensitive uses as a result of staging, equipment, construction activities and visible demolition and earthwork will be addressed. Construction-related haul trucks and the movement of equipment will also be analyzed. Long-term visual impacts (i.e., visual character and views from adjacent areas) resulting from the project will also be reviewed based on a visual survey of the site and surrounding district. In addition, the project will be evaluated for consistency with the City's Resolution No. 91-172: "A Resolution of the City Council of Thousand Oaks Establishing Guidelines for Development within the Corridors of the Route 101 and 23 Freeways." The analysis will also consider light and glare impacts from streetlights, vehicle headlights, and building lights. The City will provide elevations, simulations, and other visual tools to illustrate the project as requested by the Consultant. The Consultant will create a visual inventory of the Project area to verify the visual character and viewshed. A photo inventory will illustrate on-site and surrounding views.
- **Agriculture and Forestry Resources.** This discussion will affirm there would be no effect upon agricultural or forestry resources.

- Air Quality. Project-generated operational, traffic, and construction emissions will be quantified using the California Emissions Estimator Model (CalEEMod) and compared to Ventura County Air Pollution Control District (APCD) thresholds of significance, as described **Task 3.2.1**. Project consistency with the regional air quality management plan, impacts to sensitive receptors, and odors will also be evaluated. The air quality analysis will also evaluate the potential health risk to nearby sensitive receptors (including single-family residences) associated with project construction and operation through a health risk assessment using a dispersion model, included as part of **Task 3.2.2**.
- Biological Resources. The City will prepare an arborist report identifying the health of the existing onsite trees and the number of trees that will be encroached upon, pruned, transplanted, or removed. As described in **Task 3.2.3**, the Consultant will review the California Natural Diversity Database and a general overview of the types of vegetation and wildlife found on the site, as well as a general site reconnaissance survey to confirm existing conditions. Except for potential bird or bat nesting, no other biological issues are expected to occur with the development of the project site.
- Cultural Resources. As described in **Task 3.2.4**, the Consultant or their designated subconsultant will prepare the cultural, historic and tribal resources review in accordance with Appendix G, Sections V and XVIII of the CEQA Guidelines. The results of the Phase I CRA will be incorporated into the Program EIR. The research, field surveys, historical evaluations, and tribal correspondence will be compiled and described. The Program EIR will include resource information, associated regulations and a discussion of the Projects' cultural and tribal context. If potential significant impacts to resources are identified, the Consultant will recommend mitigation measures to address those impacts
- Paleontological Resources Assessment. Consultant will conduct a paleontological resources analysis to identify the geologic units, which may be impacted by project development, determine the paleontological sensitivity of geologic unit(s) within the project site, assess potential for impacts to paleontological resources from development of the proposed project, and recommend mitigation measures to avoid or mitigate impacts to scientifically significant paleontological resources. The paleontological resource study will consist of a fossil locality record search, review of existing geologic maps, and a review of primary literature regarding fossiliferous geologic units within the project vicinity and region. The direct expenses for the locality search will not exceed \$500 and no field survey will be required. The results of this analysis will be included directly in the environmental document, no separate report will be provided.

- Energy. This analysis, included under **Task 3.2.5**, will quantify energy use based on CalEEMod results and standard demand factors. Energy use will be compared to local or state energy use inventories to determine whether the project would use energy in a wasteful manner.
- Geology and Soils. Based on readily available sources (such as the City's Safety Element and City-provided geotechnical analysis prepared for the Project site), this analysis will identify existing regional and site-specific geology and soils constraints (such as liquefaction, compressible soils, and subsidence). As necessary, the analysis will identify erosion control criteria and grading requirements to achieve consistency with the City's geologic and grading standards and policies. This section will also include a summary of the findings from the paleontological resources assessment to be prepared.
- Greenhouse Gas Emissions. The impact analysis, included under **Task 3.2.7**, will reflect Appendix G of the State CEQA Guidelines.
- Hazards and Hazardous Materials. Hazard conditions will be examined based upon readily available data from agency databases, field observations, and any available technical studies (such as a City-provided Phase I Environmental Site Assessment). The section will summarize information provided in regulatory agency databases, confirming current and past hazardous conditions. The section will address existing conditions and impacts, with recommended mitigation measures to reduce or avoid any significant impacts resulting from the construction and buildout of the Project.
- Hydrology and Water Quality. Existing hydrology/drainage data for the project area will be reviewed to identify any existing localized flooding or drainage problems. The review will consider changes in absorption rates, drainage patterns, storm drain improvements, and downstream effects. The potential for the project to violate water quality standards or waste discharge requirements will also be analyzed. National Pollutant Discharge Elimination System and associated local requirements will be referenced and incorporated as appropriate. The section will address existing conditions and impacts, with recommended mitigation measures to reduce or avoid any significant impacts resulting from the construction and buildout of the Project.
- Land Use and Planning. This discussion will evaluate the Project in consideration of surrounding land uses and will analyze the relationship of the Project to applicable planning policies and standards. The review will be based on Appendix G, Section XI, Land Use and Planning, of the CEQA Guidelines which evaluates whether a project would cause a significant environmental impact due to a conflict with any land use policy or regulation

adopted for the purpose of avoiding or mitigating environmental effects. The review will include regional policy considerations including consistency with the Southern California Association of Governments Regional Comprehensive Plan and Guide policies, City's General Plan, and Municipal Code.

- Mineral Resources. This discussion will affirm that there would be no effect upon mineral resources.
- Noise. Potential noise and vibration impacts associated with project construction and operation will be analyzed using the noise study, as provided under **Task 3.2.8**. The Consultant will identify and discuss pertinent noise and vibration regulations and guidance at the local, regional, state and federal level that are applicable to the project's noise and vibration sources. The Consultant will analyze the short-term construction period and long-term operational noise and vibration impacts of the project, as well as the potential cumulative impacts from any nearby known projects. The analysis will be included within a Technical Study, addressing the applicable CEQA Checklist issues, which will be attached in an Appendix to the Program EIR, and summarized in the Program EIR section. Feasible and practical mitigation measures, if required, will be identified to reduce the project's potential noise and vibration impacts.
- Population/Housing. The analysis in this section will be based on data from the City of Thousand Oaks, County of Ventura, the California Department of Finance, and U.S. Census. The section will discuss ways in which the Project could foster economic or population growth, either directly or indirectly, in the surrounding environment. Potential growth-inducing impacts from the Project will be analyzed as they relate to population, housing and employment factors. The analysis will address growth-inducing impacts in terms of whether the Project influences the rate, location and amount of growth. Growth-inducing impacts will be assessed based on the Project's consistency with adopted/proposed plans that have addressed growth management from a local and regional standpoint
- Public Services. The project's effects related to the provision of services, including fire, law enforcement, educational, and recreational services, will be evaluated. To determine whether adequate public services could be provided to serve the project site, letters describing the proposed project will be sent to the service providers, and data and reports available on the agencies' websites will be consulted. The analysis will focus on the project's potential to create the need for new or expanded facilities, the construction of which may have significant environmental effects.
- Recreation. The analysis will address direct impacts to local recreation facilities and indirect impacts associated with the deterioration of parks due

to increased demand for recreational facilities. The focus will be potential environmental impacts related to the construction of new facilities and the possible physical deterioration of existing facilities.

- Transportation/Traffic. The transportation/traffic analysis will consider impacts to the local and regional circulation system, alternative transportation modes, and traffic hazards. The analysis will also include a discussion of the project's impact related to VMT and will rely on the VMT analysis to be prepared by the City.
- Tribal Cultural Resources. The Consultant will prepare letters and conduct Native American outreach in accordance with AB 52 and SB 18 as described in **Task 2.4**. Based on responses, the City will follow-up with consultation or other communication as needed. This section will summarize the City's AB 52 and SB 18 consultation efforts and the results of the cultural resources records search conducted for the project's Cultural Resources Analysis.
- Utilities and Service Systems. Impacts to existing infrastructure, including water, wastewater, stormwater, solid waste, electricity, telecommunication, and natural gas facilities will be evaluated. The discussion will include on and off-site utility line upgrades, existing capacities, and availability of supply to meet demand. The analysis will also address whether the Project would have sufficient water supplies available from existing entitlements and resources and new or expanded facilities would be needed. Landfill capacity and compliance with solid waste regulations will be addressed.
- Wildfire. This analysis will consider potential impacts related to wildfire. State wildfire maps will be reviewed and referenced as appropriate. This analysis will address the project's location relative to Very High Fire Hazard Severity Zones and State Responsibility Areas and assess how the project may exacerbate wildfire risks, expose people or structures to wildfire or post-fire flooding or landslides, risk or impair adopted emergency response/evacuation plans, or require installation of infrastructure that could exacerbate fire risk. The section will summarize the project site's fire environment (existing condition), applicable plans and policies addressing wildfire hazard, and will provide an analysis of potential impacts. In addition, technical studies, included under **Task 3.2.6**, will be prepared and submitted to the VCFD for review prior to publication of the final public review Draft Program EIR.

The following components will be included within each topic area section.

- Environmental Setting
- Regulatory Framework (applicable federal, state, local, plans, policies, and standards)

- Thresholds of Significance
- Project Environmental Impacts (short-term construction, long-term operation, direct, and indirect)
- Mitigation Measures (for potentially significant environmental issues)
- Level of Significance after Mitigation
- Cumulative Environmental Impacts (short-term, long-term, direct, and indirect)

### *Other CEQA Sections*

#### *OPTIONAL: Comparative Summary of Potential Impacts*

If determined to be necessary by the City, the Consultant will prepare a Comparative Summary subsection to address potential project variations, which can be incorporated as an Appendix in the Program EIR. This comparative summary of potential impacts would inform the selection of a reasonable worst-case scenario for study in the Draft Program EIR for each environmental topic area.

#### *Alternatives*

In coordination with City Staff, the Consultant will develop project alternatives designed to avoid and/or substantially reduce any impacts that cannot otherwise be mitigated to a level less than significant. Pursuant to CEQA Guidelines Section 15126.6, the Consultant will provide an analysis of a “reasonable range” of alternatives, comparing the environmental impacts of each alternative in each impact area to the Project. The Consultant will provide qualitative and some quantitative analysis of alternatives, comparing the environmental impacts of each alternative to that of the proposed Project and in accordance with CEQA guidelines. An impact matrix will be provided to depict the comparison of impacts (i.e., environmentally superior, inferior, or similar) of each of the Alternatives analyzed.

The Consultant will evaluate the required No Project alternative and up to three others. Based on comments received at the NOP scoping hearing, the City may request additional alternatives analysis, subject to possible contract amendment. The Consultant will ensure that the alternatives are provided in a sufficient level of detail for comparison with the proposed Project.

#### *Effects Found Not to Be Significant*

The Consultant will describe effects found not to be significant, in accordance with State CEQA Guidelines Section 15128, by listing them with brief explanations of why they are not significant.

#### *Mandatory Findings of Significance.*

This section will address impacts to biological or cultural resources, and impacts to human beings as required by CEQA.

### Significant Irreversible Changes and Significant and Unavoidable Impacts

CEQA Guidelines requires that an Program EIR address any significant irreversible changes that would be caused by implementation of a project. Per CEQA Guidelines Section 15126.2(c), the following scenarios will be analyzed in relation to the Project: Change in Land Use that Commits Future Generations to Similar Uses; Irreversible Damage from Environmental Accidents; and Large Commitment of Nonrenewable Resources. Within this chapter of the EIR, a summary of any significant and unavoidable impacts of the Project will be provided, as applicable.

#### *List of Report Preparers and References*

This section will identify each individual who participated in preparation of the Program EIR. In addition, all references used in the EIR will be provided in this section.

#### *Appendices*

The NOP, relevant technical studies, survey results, data, and public and agency NOP comments will be included as appendix material to the Draft Program EIR.

#### *Deliverables:*

1. Electronic submittals of each Administrative Draft Program EIR section, to be provided separately in Word and PDF to the City for edits and comments via OneDrive or Sharepoint, as directed by the City.
2. An electronic copy of any document referenced in the environmental document will also be provided to the City.

### **Task 4.2: Prepare Screencheck Draft Program EIR**

Consultant will generate a "Screencheck Draft Program EIR" for City review before distribution. Comments will be provided as one complete set. Consultant will address any comments made by staff during the "Administrative Draft" review process and develop the final document.

Consultant will distribute copies to the State Clearinghouse on behalf of the City through CEQAnet as well as the Ventura County Clerk and Recorder, as required. The City is responsible for placing them on the City's website for public review.

#### *Deliverables:*

1. One electronic submittal of the Screencheck Draft Program EIR in Word and PDF to the City for distribution approval.

### **Task 4.3: Prepare and Distribute Public Draft Program EIR, Notice of Availability, and Notice of Completion**

After receiving comments on the Screencheck Draft Program EIR, the Consultant will respond to one set of unified City comments by preparing the Public Review Draft EIR and submitting it as a PDF to City staff for distribution approval.

Additionally, the Consultant will prepare the Notice of Availability (NOA) and Notice of Completion (NOC) for City staff review by City staff, as required. Based on City feedback,

the consultant will finalize the NOA and NOC and submit the approved version in PDF format for distribution.

The Consultant is responsible for filing the Public Review Draft EIR, NOA, and NOC with the State Clearinghouse through CEQAnet and the Ventura County Clerk and Recorder. The City is responsible for posting on the City's website for public review and publishing newspaper notices.

**Deliverables:**

1. One electronic copy and three hard copies of the Public Review Draft environmental review document, NOA, NOC, and Summary Form, as required.
2. Consultant will complete electronic submittal to the State Clearinghouse CEQAnet portal and Ventura County Clerk; City is responsible for distributing hard copies for public review as required and NOA to the newspaper, agencies, and interested persons by certified mail as required.

## **Task 5: Prepare Final Environmental Impact Report**

### **Task 5.1: Prepare Response to Comments**

The Consultant will respond to all written comments received by the City, including verbal comments recorded at the public hearing(s), as required. The Consultant assumes that the City Project Consultant team members who prepared technical reports and materials will be available to assist in responding to comments provided on their specific analysis if needed. This task assumes up to 100 CEQA-related comments will be received by the City in relation to the proposed project (note that a single comment letter may include several comments), as well as several letters from potential project opponent's attorneys. The scope of work does not assume any further supplemental technical studies or extensive analysis will be required for the response to comments. If it is determined that supplemental technical analysis is required, the Consultant will work with the City to determine the associated scope of work and additional funding required.

**Deliverables:**

1. A matrix of comments, which will include the comment letter, the comment number within the comment letter, the issue area to which it applies, and whether the response will be an individual response or a topical/master response. All comments will be numbered (to indicate comment letter and comment number), and the responses to those comments will be similarly numbered to allow easy correlation.
2. If required, a final response to comments will be prepared and conveyed to commenters/ agencies via email at least 10 days prior to final certification, as required by CEQA.

### **Task 5.2: Prepare Mitigation Monitoring and Reporting Program (MMRP)**

If necessary, Consultant will prepare a mitigation monitoring and reporting program (MMRP) that describes the mitigation measures that will be implemented in order to mitigate or avoid significant impacts on the environment. The MMRP checklist will outline the mitigation measure number, as referenced in the Program EIR, the mitigation



measure/condition of approval, the Monitoring Milestone (what agency/department is responsible for verifying the implementation of the measure), the Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying party, date of verification, and pertinent remarks. A draft MMRP will be prepared for review by the City and the Consultant will respond to one set of City Staff comments in order to finalize the MMRP.

**Deliverables:**

1. Electronic copies of MMRP. The MMRP will contain all mitigation measures identified, as well as any text changes that are identified in the Final Response to Comments, and it will provide columns for necessary actions, timing, and parties responsible for verification.

**Task 5.3: Prepare Administrative Final Program EIR**

The Consultant will prepare the Final Program EIR. The Final Program EIR will incorporate:

- All City comments associated to the Mitigation Monitoring and Reporting Program and the Response to Comments.
- An updated Executive Summary Chapter with Corrections and Additions of the Draft EIR. Where the text of the Draft EIR must be revised, the Final EIR will indicate deleted text by strikeout and inserted text by double underline.
- CEQA Findings of Fact and Statement of Overriding Considerations (Findings/SOC) pursuant to requirements of Public Resources Code §§21081 and 21094 and State CEQA Guidelines §§15091 and 15093, as required. The SOC will include specific reasons to support City approval based on the Final EIR, if an SOC is required.

**Deliverables:**

1. Electronic submittals of each Administrative Final Program EIR section, to be provided separately in Word and PDF to the City for edits and comments via OneDrive or Sharepoint, as directed by the City.

**Task 5.4: Prepare Screencheck Final Environmental Impact Report**

After receipt of comments on the Administrative Final Program EIR, the Consultant will respond to one set of unified City comments through the preparation of the Public Final Program EIR and submit it as a PDF to City staff for distribution approval.

**Deliverables:**

1. One electronic version of the Screencheck Draft Program EIR in Word and PDF to the City for distribution approval.

**Task 5.5: Prepare Public Final Environmental Impact Report**

After receipt of comments on the Screencheck Final Program EIR, the Consultant will respond to one set of unified City comments through the preparation of the Public Review Final EIR and submit it as a PDF to City staff for distribution approval.

Deliverables:

1. One electronic copy and one hard copy of the Public Review Final Program EIR.
2. One electronic copy submitted by the Consultant to the State Clearinghouse CEQAnet portal; City to post on the website and distribute hard copy public review documents as required.

**Task 5.6: Notice of Determination**

Consultant will prepare the Notice of Determination (NOD) for filing with the Ventura County Clerk and State Clearinghouse. Consultant will take the necessary steps to ensure the signed NOD is delivered to and entered into record at the State Clearinghouse.

Deliverables:

1. Electronic copy of the NOD provided to the City for signature. Consultant will submit the final version of the Notice of Determination (NOD) to the County Clerk if the project is approved.

**Task 6: Project Coordination and Project Management**

**Task 6.1: Project Coordination and Project Management.**

Consultant will manage the preparation of the environmental document and maintain frequent communication with City of Thousand Oaks staff and project team members to ensure that the project is running on time and within budget and is technically correct and legally defensible. Consultant will provide management liaison among the project team and City staff for communication of issues, transmittal of comments, financial management (i.e., invoices), and other project management matters.

Monthly progress reports will be included with invoices, identifying the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. Any modifications/updates to the schedule will also be provided. Monthly invoices will include the total contract amount, all costs (by task) incurred to date (actual and percentage), estimated completion percentage for each task, and financial information for each task for that billing period.

The Consultant understands that all documents will be shared via Microsoft 365 (Teams, OneDrive, or Sharepoint) and comments will be shared via the same method, using collaborative editing tools available on Microsoft Word, Excel, etc.

Deliverables:

1. Monthly progress reports included with invoices, sent via email
2. On-going weekly or bi-weekly one-hour calls to discuss project status

**Task 6.2: Attendance at Planning Commission and City Council public hearings.**

Supporting Consultant staff will be present to develop an understanding of the public's comments and concerns, answer questions on environmental issues, and make presentations on the findings in the EIR, as directed by City staff. Presentations will utilize digital slides and any other presentation materials deemed appropriate.

**Deliverables:**

1. Attendance and participation in two public hearings

## Exhibit "B"

### Consultant Schedule of Fees and Expected Costs

#### CSG CONSULTANTS – HOURLY FEE SCHEDULE

PERSONNEL/ROLE	HOURLY RATES
Environmental Director	\$270
Senior Environmental Planner	\$220
Associate Environmental Planner	\$180
Assistant Environmental Planner	\$150
Publications Specialist	\$115
GIS Manager	\$150
GIS Analyst	\$110

#### CRM TECH – HOURLY FEE SCHEDULE

PERSONNEL/ROLE	HOURLY RATES
Principal Investigator	\$150
Project Director/Project Manager	\$150
Principal Archaeologist	\$145
Principal Historian/Architectural Historian	\$145
Principal Paleontologist/Geologist	\$145
Ethnographer/Ethnohistorian	\$125
Laboratory Analyst	\$125
Field Director	\$125
Historian/Architectural Historian II	\$125
Report/Site Record Writer	\$125
Project Archaeologist/Paleontologist (Crew Chief)	\$110
Archaeology/Paleontology Monitor	\$100
Field Crew Person	\$95
Laboratory Technician	\$90
Report Technician	\$90
Office Technician	\$90

**Notes:** Information Centers charge \$150.00 per hour plus copies for records searches, which would be billed as a reimbursable expense. Special studies conducted by outside laboratories will be billed at their cost plus 15%. Note that these rates normally include expenses such as copies, printing, administration fees, and mileage, unless otherwise noted for particular projects. Per diem will be added when it is a long distance/time to the project area and/or overnight stays are needed.

#### EPD SOLUTIONS – HOURLY FEE SCHEDULE

PERSONNEL/ROLE	HOURLY RATES
Director of Tech Services	\$325
Transportation Services	\$265
Senior Technical Planner	\$225
Senior Transportation Planner	\$225

**MICHAEL BAKER INTERNATIONAL – HOURLY FEE SCHEDULE**

PERSONNEL/ROLE	HOURLY RATES
Senior Principal	\$290-355
Principal	\$280-330
Program Manager	\$270-330
Project Director	\$235-325
Senior Project Manager/Principal Planner	\$180-270
Project Manager	\$150-255
Technical Manager	\$150-255
Senior GIS Analyst	\$150-205
GIS Analyst	\$135-160
Project Coordinator	\$115-155
Environmental Specialist	\$110-155
Environmental Analyst	\$110-135

Expected Costs per Task		
Line Item	Description	Unit Cost
Task 1.1	Kick-off Meeting	\$2,190.00
Task 1.2	Project Description	\$6,100.00
Task 1.3	Data Review and Needs Request	\$1,200.00
Task 2.1	Notice of Preparation (NOP)	\$4,930.00
Task 2.2	Conduct Scoping Meeting	\$2,680.00
Task 2.3	Agency/ Non-Agency Consultation and Response to Comments	\$2,000.00
Task 2.4	Tribal Consultation	\$4,000.00
Task 3	Prepare Technical Analyses/Reports	\$131,920.00
Task 4.1	Prepare Administrative Draft EIR	\$62,480.00
Task 4.2	Prepare Screencheck Draft EIR	\$9,300.00
Task 4.3	Prepare and Distribute Public Draft EIR, Notice of Availability, and Notice of Completion	\$3,700.00
Task 5.1	Prepare Response to Comments	\$20,000.00
Task 5.2	Prepare Mitigation Monitoring and Reporting Program (MMRP)	\$2,000.00
Task 5.3	Prepare Administrative Final EIR	\$9,040.00
Task 5.4	Prepare Screencheck Final Environmental Impact Report	\$1,500.00
Task 5.5	Prepare Public Final Environmental Impact Report	\$1,000.00
Task 5.6	Notice of Determination	\$860.00
Task 6.1	Project Coordination and Project Management	\$29,500.00
Task 6.2	Attendance at Planning Commission and City Council public hearings.	\$4,000.00
	Direct Costs	\$4,000
	<b>Subtotal</b>	<b>\$302,400</b>
	Additional Services (15%)*	\$45,360
	<b>Total</b>	<b>\$347,760</b>

\*A 15% contingency line item is included to account for unforeseen changes in the scope of work and/ or additional technical studies required.



## EXHIBIT "C"

### LEVINE ACT DISCLOSURE FORM

California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement (excluding labor or competitively bid contracts) if the Council member receives a campaign contribution totaling more than \$500 (aggregated\*) from the party to the contract, agreement or franchise agreement, their agents, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Council members must also disclose any eligible campaign contribution received on the record of the proceeding.

Council members are prohibited from accepting, soliciting, or directing a campaign contribution of more than \$500 (aggregated) from a party, their agent/representative, or a financially interested participant during a proceeding and for 12 months following the date a final decision is made. In addition, a party, their agent/representative, or a financially interested participant is prohibited from contributing more than \$500 (aggregated) to a Council member during a proceeding and for 12 months following the date a final decision is made.

The Levine Act also requires parties to certain contracts, agreements, or franchise agreements to disclose any campaign contribution over \$500 (aggregated) within the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement and their agents. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

☐ The Levine Act (Gov Code § 84308) DOES NOT apply to this proposal/application

☒ The Levine Act (Gov Code § 84308) DOES apply to this proposal/application and the required disclosure is set forth below:

1. Have you or your company, or any agent on behalf of you or your company, made campaign contributions totaling more than \$500 (aggregated) to any council member in the 12 months preceding the date you submitted your proposal/application, the date you completed this form, or the anticipated date of any Council action related to this proposal/application?

☐ YES

☒ NO

Council Member Name	Payee Name	Payment Date	Payment Amount

2. Do you or your organization, or any agency or representative on behalf of you or your organization, anticipate or plan to make any campaign contributions of more than \$500 (aggregated) to any City Council member in the 12 months following any City Council action related to this proposal/application? **\*\* There may be legal restrictions on making contributions during the 12 months following City Council Action. It is recommended that you consult with your own legal counsel regarding the requirements of law.**

☐ YES

☒ NO

Council Member Name	Payee Name	Payment Date	Payment Amount

Answering "YES" to either question above does not preclude the City of Thousand Oaks from entering into or taking any subsequent action related to this proposal/application. However, it may preclude the identified Council member(s) from participating in any actions/decisions related to this proposal/application.

03/04/2025  
Date

Cyrus Kianpour (President)  
Printed Name/Title of Authorized  
Representative

CSG Consultants, Inc.  
Name of Business/Legal  
Entity

  
Signature

**NOTE: You must submit a supplemental form if you make any new reportable contribution(s) while the proposal/application is being considered**

**\*\*"Aggregated"** contributions, as described in FPPC Regulation §18438.5, include the following types of contributions made during a 12-month period: (1) all contributions made by the party or participant; or (2) all contributions made by an individual or entity required to be aggregated with the party or participant. Contributions made by agents of the party are not included in the aggregation.