PROFESSIONAL SERVICES AGREEMENT [Historic Preservation Ordinance]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of ______, 2025 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and CHATTEL, INC., a California corporation ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Anna Pehoushek, Assistant Community Development Director ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. Compensation and Fees.

- **a.** Contractor's total compensation for all services performed under this Agreement, shall not exceed SIXTY-SIX THOUSAND THREE HUNDRED SEVENTEEN DOLLARS and 00/100 (\$66,317.00) without the prior written authorization of City.
- **b.** The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

- **b.** All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.
- **c.** City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.
- **d.** Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.
- 4. <u>Change Orders</u>. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.
- 5. <u>Licenses</u>. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.
- 6. <u>Independent Contractor</u>. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.
- 7. <u>Contractor Not Agent</u>. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.
- **8.** <u>Designated Persons</u>. Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement.

It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

- 9. <u>Assignment or Subcontracting</u>. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.
- 10. <u>Time of Completion</u>. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work or as otherwise agreed to by and between the representatives of the parties.
- 11. <u>Time Is of the Essence</u>. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Reserved.

- 13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.
- 14. <u>Products of Contractor</u>. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.
- **15. Equal Employment Opportunity**. During the performance of this Agreement, Contractor agrees as follows:
- a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

- **b.** Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.
- **c.** Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.
- **Conflicts of Interest**. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

- **a.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:
- (1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and
- (2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.
- **b.** To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability

arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

- **c.** Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.
- **d.** The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

- **a.** Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.
- **b.** Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.
- c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.
- **d.** Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.
- e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

- f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.
- g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.
- **h.** Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.
- i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.
- j Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.
- **k.** Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.
- l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 19. <u>Termination</u>. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise.

Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

- **a.** Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.
- b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

- (1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and
- (2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and
- (3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including,

without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

- (4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.
- **d.** Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.
- e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.
- **f.** Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.
- g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.
- **h.** Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.
- **22.** Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.
- 23. <u>Integration</u>. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.
- **24.** <u>Notice</u>. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice

address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by email shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"

"CITY"

Chattel, Inc.

13417 Ventura Boulevard Sherman Oaks, CA 91423-3938

Attn.: Robert Chattel, President

Telephone: (818) 788-7954 E-Mail: robert@chattel.us City of Orange

300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Anna Pehoushek

Telephone: (714) 744-7228

E-Mail: apehoushek@cityoforange.org

25. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

"CC)NTRA	CTOR'	,	
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"CITY"

CHATTEL, INC., a California corporation	CITY OF ORANGE, a municipal corporation
*By: Market Sole Director *By: Market Sole Director	By:
*By: Printed Name: Title:	ATTEST:
	Pamela Coleman, City Clerk
	APPROVED AS TO FORM:
	Nathalie Adourian, City Attorney

- *NOTE: City requires the following signature(s) on behalf of the Contractor:
 - -- (1) the Chairman of the Board, the President or a Vice-President, <u>AND</u> (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. <u>OR</u>
 - -- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]



Chattel, Inc. | Historic Preservation Consultants

October 29, 2025

VIA E-MAIL (apehoushek@cityoforange.org)

Anna Pehoushek, Assistant Community Development Director City of Orange, Community Development Department 300 East Chapman Avenue Orange, California 92866

Re:

UPDATED Proposal for Preparation of Historic Preservation Ordinance,

City of Orange Community Development Department

Dear Anna,

Chattel, Inc. ("Consultant" or "Chattel") is pleased to provide the City of Orange ("Client" or "City") with this proposal for preparation of a Historic Preservation Ordinance. We understand that the City would like to draft a Historic Preservation Ordinance that builds on the policies currently guiding the management of cultural and historic resources in Orange. That foundation includes the City's award-winning Historic Preservation and Cultural Resources Element, adopted in 2010, and Historic Preservation Design Standards (Design Standards) for Old Towne (adopted in 1995, as amended) and for the Eichler tracts (adopted in 2018).

We further understand that, in October 2024, the City entered into a Memorandum of Understanding (MOU) with the Old Towne Preservation Association (OTPA) and Orange Legacy Alliance (OLA). As part of that agreement, an initial Historic Preservation Ordinance has been drafted by members of OTPA and OLA. Our work will seek to engage these important local stakeholder groups and to build on the foundation created by their work and by the 2024 MOU.

One of the most significant steps a municipality can take in the management and protection of its cultural heritage is adopting a historic preservation ordinance. Through a well-crafted ordinance, the City has an opportunity to establish its own criteria for significance, codify best practices, ensure consistency and transparency, and create a clear nexus with other zoning code chapters and with the California Environmental Quality Act (CEQA). In this way, the historic preservation ordinance helps prioritize and protect significant cultural and historic resources, in a manner that is tailored to the City and that streamlines entitlements and environmental review.

Key staff identified for this effort have extensive experience working with the City, both in our role developing the 2010 Historic Preservation and Cultural Resources Element and as on-call historic preservation consultants for the Community Development Department. This expert-level understanding of the City and its current conditions and regulatory framework will allow us to create, in a highly cost-effective manner, a preservation ordinance tailored to the City of Orange.

All work efforts will be directed by Chattel founder and president, Robert Chattel, AlA. Principal Associate Debi Howell-Ardila will serve as project manager, with additional assistance from other Chattel associates, including Alvin-Christian Nuval and Leslie Heumann.

Policy development is an area of specialty for all members of the Chattel, Inc. key staff team. Robert led efforts to develop the 2010 Historic Preservation and Cultural Resources Element, which won the Governor's Historic Preservation Award in 2011. Robert, Leslie, and Debi also served as key staff in the preparation of the City of San Gabriel Historic Preservation and Cultural Resources Ordinance, which won awards from the Los Angeles Conservancy and California Preservation Foundation in 2018. Debi also assisted the cities of Manhattan Beach and South Pasadena in development of their cultural heritage ordinances and served as principal author for the City of Colton Cultural Resources Element. That effort was honored with a California Preservation Foundation Trustee's Award for Excellence in 2025.

In accordance with your request to include guidance on archaeological and Tribal Cultural Resource issues, we are pleased to partner with Mary Maniery and PAR Environmental Services, Inc. (PAR). Mary led efforts to craft the cultural resources sections of the 2010 Historic Preservation and Cultural Resources Element. This partnership will enhance our ability to tailor the ordinance to the existing conditions and needs of the City. (Paleontology is not part of this scope, as CEQA Guidelines no longer addresses this issue under cultural resources; it now falls under geology and soils.)

This proposal describes the following tasks: (1) Project Initiation Meeting and Literature Review; (2) Draft/Final Historic Preservation Ordinance; (3) Commission and City Council Hearings and Ordinance Finalization; and (4) Community and Commission Work Study Sessions. Incorporated into these tasks is the scope of work by PAR, to prepare the Archaeology and Tribal Cultural Resources provisions for the ordinance. Our cost estimate follows the recommended scope.

Recommended Scope of Work

The following scope reflects our recommended approach for the development of an effective historic preservation ordinance. Two basic principles will guide our work: first, no single preservation ordinance fits for every municipality; policies must be tailored to the City's needs and situation; and second, in concert with the City, we will develop a range of options and provisions for you to consider, to make sure the new law is thorough and balanced.

We welcome your input and feedback to ensure that this recommended scope meets your needs and expectations.

Task 1 Project Initiation Meeting and Literature Review

Upon Notice to Proceed (NTP), Chattel will schedule a meeting with City staff to clarify project priorities and any anticipated areas of public, stakeholder, or decision-maker concern. During this meeting, we will establish with the City a timeline for ordinance preparation and hearings. This meeting will provide an opportunity to review with the City some of the typical options and approaches for each of the issue areas presented by the City.

In addition, the Chattel team will coordinate a meeting with representatives of OTPA and OLA, in order to learn more about the project history and their work to date. This will ensure that the work already completed by this important community group is reflected in the Historic Preservation Ordinance. In order to maximize project resources, an effort will be made to schedule this meeting on the same day as the project initiation meeting with the City.

Drawing on initial input provided by the City, key topics to address in the ordinance include, but might not ultimately be limited, to:

- 1. Establishment of a local historic register
- 2. Development of the process and criteria for:
 - Listing and de-listing of historic resources
 - Defining and designating historic districts
 - Designating local landmarks; and
 - Establishing Cultural Heritage Districts and Neighborhood Character Districts
- 3. Creation of procedures and thresholds for demolition review
 - With provisions distinguishing between primary and accessory buildings
- 4. Establishment of a Cultural Heritage Commission
 - o Including steps for its creation, commissioner requirements, and responsibilities
- 5. Codification of the relationship (and clarification of the applicability) of Historic Preservation Ordinance to previously adopted Design Standards
- 6. Historic property project review process, with streamlining through tiered project reviews
 - Tiered previews would define exemptions (e.g., for minor projects, based on size, visibility from the public right-of-way, and location on lot, among other factors)
 - Streamlining would also be accomplished by defining the projects and processes subject to administrative versus commission reviews
- 7. Guidance for historic resources (both in terms of management and project reviews) outside of designated historic districts
- 8. Guidance on building relocation as potential mitigation to the loss of historical resources
- 9. A sequential, defensible set of policies, procedures, and penalties related to historic property maintenance, failure to maintain, and demolition by neglect
- 10. Policies and procedures related to unsafe or dangerous conditions/catastrophic events
 - Creating a clear nexus between the Historic Preservation Ordinance and the City's emergency ordinance for streamlined review (including under CEQA's statutory exemption for imminent threat)
 - Developing requirements for structural assessments and/or emergency documentation prior to demolition in certain cases
- 11. Applicability to broader umbrella of cultural resources (archaeological and Tribal Cultural Resources)
 - Paleontology is not included in this scope of work, since this area no longer falls under the umbrella of cultural resources in CEQA; this issue area is now addressed under geology and soils
- Establishment of a clear process and mandatory findings for Certificates of Appropriateness
- 13. Guidance and information on voluntary historic preservation covenants and the applicability of the California Historical Building Code
- 14. Definition of cases qualifying for a waiver of City building code requirements for the benefit of maintaining the integrity of a historic resource
- 15. Development of innovative, robust preservation incentives and refined Mills Act program requirements
- 16. Information and guidance on streetscape improvements
- 17. Creating a clear, defensible nexus with CEQA

Based on our experience preparing ordinances and policy documents, our team anticipates an overall timeframe of approximately 6-8 months for completion of the First Administrative Draft Historic Preservation Ordinance. We understand that time is of the essence for this project; this schedule can be updated in accordance with the City's needs.

This task also includes a review of existing policies and development of a draft outline for the Historic Preservation Ordinance. The draft ordinance outline will be presented to the City for review and comment.

Task Deliverables: Draft/Final Outline of Historic Preservation Ordinance

Task Meetings: Up to one (1) in-person meeting and one (1) virtual meeting with City staff

(upon project initiation and upon completion of the outline of the Historic Preservaton Ordinance); one (1) in-person meeting with representatives of

OTPA and OLA, to discuss work completed to date

Task 2 Draft/Final Historic Preservation Ordinance

Concurrent with Task 2, and building on the foundation in place, Chattel will begin preparation of the First Administrative Draft Historic Preservation Ordinance. The ordinance will define, in user-friendly terms, key terms and preservation policies and procedures that reflect the City's needs and objectives as well as clear measures to ensure their enforceability.

This task includes up to three (3) rounds of City review and revisions by Chattel, as described below.

For the first round, the First Administrative Draft will be prepared by Chattel and transmitted to the City in electronic format, in MS Word. The City will provide one composite set of comments on the First Administrative Draft (City comments and edits will preferably be provided using MS Word's revisions tracking function). Upon receipt of the City's comments and edits, Chattel will then implement changes, address comments, and provide the Second Administrative Draft to the City in electronic format, in MS Word.

For the second round, the City will provide one additional round of review and (if necessary) one composite set of comments to Chattel. These comments will be incorporated into the Final Administrative Draft Historic Preservation Ordinance and transmitted to the City for one final confirmation round of review.

For the third round, the City will confirm that all final changes have been made, and the Final Administrative Draft Historic Preservation Ordinance will be presented to the Planning Commission and City Council for review, comment, and adoption. It will also be presented to the Design Review Committee (DRC) as an informational item (described in more detail in Task 3 below). This task also includes attendance at up to two (2) in-person and one (1) vitual meetings with the City, to review comments and edits on the First, Second, and Final Administrative Drafts.

Task Deliverables: First Administrative Draft; Second Administrative Draft; Final

Administrative Draft (for internal review, for City review and comment)

Task Meetings: Two (2) in-person and one (1) virtual meetings with City staff

Task 3 Commission and City Council Hearings and Finalization

Under this task, the Final Administrative Draft of the Historic Preservation Ordinance will be presented to City decisionmakers for input and approvals. First, the Final Administrative Draft will be presented in an informational session to the DRC, to glean feedback and answer and address any questions or concerns. DRC feedback will be implemented in the Final Administrative Draft at the discretion of the City.

Next, the Final Administrative Draft will be presented to the Planning Commission and City Council for review, input, an ultimate adoption. Chattel will work with the City to determine the timing for these hearings and presentation schedule.

This task also includes preparation of up to two (2) iterations of a PowerPoint presentation of the ordinance, to be used at the DRC, Planning Commission, and City Council hearings, as well as preparation of two (2) comment matrices, capturing comments from the Planning Commission and from the City Council. The comment matrix will document each specific comment provided, as well as how the comment has been addressed.

We anticipate working closely with City staff, including the City Attorney, through the reviews, revisions, and approvals process. Our final draft will incorporate comments from the City, Planning Commission and/or City Council. This task assumes one (1) round of comments and updates following the Planning Commission hearing, and two (2) rounds of comments and updates following City Council's review.

Task Deliverables: Final Administrative Draft (for public review, and for Planning Commission

and City Council review and comment); Final Ordinance; up to two (2) PowerPoint presentations for Planning Commission and City Council

Task Meetings: This task includes in-person attendance at five (5) hearings (one with the

DRC; one with the Planning Commission; and up to three with the City Council, as needed through the first and second readings of the ordinance

Task 4 Community and Decision-Maker Outreach and Work Study Sessions

To ensure a smooth review process, community outreach and engagement are key. This task covers three work study sessions—two with the community, and one with the Planning Commission—to proactively address concerns and questions as the ordinance takes shape.

The first two work study sessions, with the community and Planning Commission, will utilize a parallel format and PowerPoint presentation. The goals will be to review, at a high level, the typical components of a preservation ordinance; to answer initial questions; and to solicit feedback on priorities, in a manner that encourages (and documents) input and participation.

The draft presentation will be prepared by Chattel and presented to the City for review prior to the work study sessions. The PowerPoint presentation for this work study session will include a general overview of the typical components of a historic preservation ordinance, including strategies and best practices in designation, managing change, streamlining reviews, and offering incentives. The advantages for adopting an ordinance will also be explored (e.g., ensuring protection of the City's unique historic properties and facilitating compliance with the General Plan and CEQA).

The third work study session, with the community, will present an overview of the Final Administrative Draft ordinance. To streamline project costs, this session will make use of the PowerPoint presentation prepared for the Final Administrative Draft; as referenced in Task 3, this PowerPoint will also be used at the Planning Commission and City Council hearings.

This task covers up to three (3) work study sessions (estimated to run between 1 to 2 hours per session, in person). It is assumed that the City would handle the notification and announcements to the public of this and any other workshop or public outreach meeting and would provide meeting location and any materials to record community member feedback (such as easels, markers, or other materials).

Task Deliverables: One informational PowerPoint presentation on preservation ordinances

Task Meetings: Three in-person work study sessions

Project Assumptions and Exclusions

This section describes our assumptions on the meetings required for this scope of work. Should additional meetings be needed, Chattel staff time will be billed on a time and materials basis according to our contract rates.

General Exclusions

- This scope of work does not include provisions for paleontogical resources; pursuant to CEQA Guidelines, this issue area was moved from cultural resources to geology and soils in 2018.
- This scope does not include updates or modifications to existing Design Standards (though our work may result in the recommendation of certain changes to the Design Standards); should this scope be required, Chattel would be pleased to provide a separate proposal and cost..

Task 1 (Project Initiation and Literature Review):

- This task include one (1) in-person meeting and one (1) virtual meeting with City staff (upon project initiation and completion of the ordinance outline) and one (1) in-person meeting with representatives of OTPA and OLA.
- It is assumed that the City will arrange and provide a meeting location for in-person meetings under this task.

Task 2 (Draft/Final Historic Preservation Ordinance)

• This task includes two (2) in-person meetings and one (1) virtual meeting with City staff.

Task 3 (DRC, Planning Commission, and City Council Hearings and Finalization)

This task includes in-person attendance at five (5) hearings.

Task 4 (Community and Decision-Maker Outreach and Work Study Sessions)

- This task includes three (3) in-person work study sessions.
- It is assumed that the City will arrange and provide meeting locations for the work study sessions under this task.

Cost Estimate

The following not-to-exceed total for this scope of work is based on a careful consideration of the attendant labor and direct costs. Chattel reserves the right to reallocate funds between tasks as needed.

Chattel City of Orange Historic Preservation Ordinance Cost Estimate		Principal / Preservation Architect	Principal Associates	Associates	Total Staff Hours	Task Cost
		\$198	\$158	\$100		
1. Pr	oject Initiation Meeting and Literature Review			and the second second		
1A.	Recommended Outline of Historic Preservation Ordinance	2	13	2	17	\$2,650
1B.	Two (2) meetings with City staff upon project initiation and completion of the outline; one (1) meeting with representatives of OTPA and OLA	2	15	15	32	\$4,266
2. Dr	raft/Final Historic Preservation Ordinance					
2A.	First Administrative Draft; Second Administrative Draft; Final Administrative Draft (for internal review)	8	84	80	172	\$22,856
2B.	Two (2) in-person meetings, one (1) virtual meeting with City staff	3	12	12	27	\$3,690
3. Cc	ommission/City Council Hearings and Finalization					
3A.	Final Administrative Draft; Final Ordinance; Two (2) PowerPoint presentations	3	29	15	47	\$6,676
3B.	Up to five (5) in-person hearings total	3	25	25	53	\$7,044
4. Cc	ommunity and Decision-Maker Outreach and Work S	Study Sessions				
4A.	One informational PowerPoint presentation	1	6	4	11	\$1,546
4B.	Three (3) work study sessions	2	15	15	32	\$4,266
Labor Subtotal:		24	199	168	391	\$ 52,994

	tel City of Orange oric Preservation Ordinance Cost Estimate	Principal / Preservation Architect	Principal Associates	Associates	Total Staff Hours	Task Cost
		\$198	\$158	\$100		
Direct Costs (Mileage, \$0.70 per mile, assumes 12 inperson meetings/hearings, 100 miles per meeting/hearing)			0			\$840
Subconsultant Scope of Work: PAR Environmental Consultants Archaeological and Tribal Cultural Resources Consulting Support		\$ 10,855 (For input by PAR on Tasks 1 through 3)				
Subconsultant Management Support (15 percent)						\$ 1,628
TOTAL NOT-TO-EXCEED COST:						\$ 66,317
Α	Assumptions: Tasks include budget for project management					

Project Cost Estimate

We propose to work on a time and materials basis, at our reduced municipal rates, for a total notto-exceed \$66.317.

This amount includes input for the archaeological and Tribal Cultural Resources provisions in the ordinance by our subconsultant, PAR; this task totals \$10,855, with a 15 percent subconsultant management support fee totaling \$1.628.

As Chattel reimburses employees for mileage at the 2025 federal standard of \$0.70, we would seek reimbursement for mileage at this rate (this direct cost is included in the total above). We bill extraordinary expenses of air travel, car rental, hotel, outside photocopying, and film processing and printing at cost. We will utilize the following individuals at stated hourly rates, which you will note are substantially reduced from our regular rates. You will be notified in advance of any changes in the foregoing rates or personnel.

Point of contact for this task order would be preservation planner and architectural historian Debi Howell-Ardila, Principal Associate, Architectural historian and historic architect Robert Chattel would be principal-in-charge and other senior staff and associates are available for project assistance, peer review, and additional subject expertise as necessary.

<u>Name</u>	Title/Area of Expertise	Hourly Rate	Reduced Rate
Robert Chattel	Principal	\$378	\$198
Alvin-Christian Nuval	Principal Associate	\$198	\$158
Debi Howell-Ardila	Principal Associate	\$198	\$158
Leslie Heumann	Principal Associate	\$198	\$158
Christine di Iorio	Principal Associate	\$198	\$158
Nels Youngborg	Senior Associate	\$168	\$100
August Phillips	Associate III	\$158	\$100
TBD	Associate II	\$138	\$100
TBD	Associate I	\$118	\$100
TBD	Office Manager	\$78	\$60
Thomas Chandler	Intern	\$58	\$40

This proposal is valid for thirty (30) days. The terms of our existing on-call contract with the City would apply to this task order.

If this proposal and agreement are acceptable, please have the appropriate party complete the document below and return an original signed copy. Should you have guestions, please call (818) 421-1767.

Very truly yours,

CHATTEL, INC.

Bv:

/AIA, President California Architect License No. C27398

Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834

AGREED AND	ACCEPTED THIS DAY OF		, 2025
Owner:			-
Ву:	(Signature)		
Name:		Its:	
	(Print Name)		(Title)

STAFF BIOGRAPHIES



ROBERT JAY CHATTEL, AIA President / Historic Architect

Both a licensed general contractor and architect in California with more than 40 years' experience in planning, design and construction, Robert Chattel's unique qualifications include meeting the *Secretary of the Interior's Professional Qualifications Standards* in Architectural History and Historic Architecture. Robert

has experience working for non-profit, government, and for-profit entities, including the Los Angeles Conservancy, Community Redevelopment Agency of the City of Los Angeles and a private real estate developer. He holds a B.A. in Architecture from U.C. Berkeley and a M.S. in Historic Preservation from Columbia University. In 1994, he established Chattel, Inc. From its office in Los Angeles, the firm works on design collaboration, environmental review and preservation policy projects in the western United States. As President, Robert specializes in applying the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and interpreting federal, state and local historic preservation law and regulations. Robert and his firm have received awards from the California Preservation Foundation, Los Angeles Conservancy, American Planning Association, and the City of Los Angeles for projects ranging from preservation of the Beverly Hills Waterworks (the subject of his master's thesis) to stabilization of the Breed Street Shul in east Los Angeles, and rehabilitation of the downtown Los Angeles Central Library. Robert has advised the City of Las Vegas on rehabilitation of several historic properties including Mob Museum, Neon Museum, and Historic Westside School.



LESLIE HEUMANN Principal Associate / Architectural Historian

Leslie Heumann, Architectural Historian, with over 40 years of experience in all aspects of historic resource management, specializes in historic resource surveys, historic assessments, and landmark nominations; use of the *Secretary of the Interior's Standards for Treatment of Historic Properties*; and preparation of

documentation pursuant to the California Environmental Quality Act, National Historic Preservation Act, and National Environmental Policy Act. Beginning her career with the City of Pasadena, where she eventually became the coordinator of the citywide Architectural and Historical Inventory, Leslie went on to conduct historic resources surveys in Alhambra, Altadena, Beverly Hills, Carmel, Glendale, Houston, Long Beach, Los Angeles, Rancho Mirage, San Clemente, Santa Ana, Santa Monica, South Pasadena, Upland, West Hollywood and several other communities as well as for the Los Angeles Unified School District and other school districts. Leslie's expertise also includes preparation of context statements and individual property Historic Resource Assessments. She has authored or supervised the preparation of numerous cultural resources impacts reports in support of CEQA and NEPA for projects throughout California ranging in scope from individual developments to General Plan updates. Additional areas of expertise include drafting local historic preservation ordinances, Historic American Buildings Survey documentation and historic school modernization issues. Leslie meets the *Secretary of the Interior's Professional Qualifications Standards* in History and Architectural History.



CHRISTINE DI IORIO, AICP Principal Associate / Planner and Architectural Historian

Christi di Iorio has over 28 years of experience as a planner working for various cities in California, most recently as project manager for the City of Millbrae where she managed and orchestrated special economic and development projects through the entitlement process. She has also worked as Community

Development Director for City of Marina where she managed six divisions with an annual general fund budget of \$10 million dollars; for the City of Carmel-By-The-Sea as Community Planning and Building Director; and for the City of La Quinta as Planning Manager. Christi holds a Bachelor's degree from Colorado State University in Historic Preservation and a Master of Arts degree from University of California, Riverside in Historic Resources Management. She is certified by the American Institute of Certified Planners (AICP) and meets the Secretary of the Interior's Professional Qualifications Standards in History and Architectural History.



DEBI HOWELL-ARDILA, MHP Principal Associate / Architectural Historian and Preservation Planner

Debi Howell-Ardila is an award-winning historic preservation professional with 20 years' experience in environmental compliance and historic preservation. She has extensive experience in researching and writing about California's architectural history as well as applying the regulatory framework of its diverse cities to the built

environment. Debi's experience has included the preparation of thematic historic context statements, citywide historic resource surveys, environmental compliance studies in support of CEQA, landmark nominations, and Secretary of the Interior's Standards project reviews.

Over the past decade, Debi has developed a specialized practice in preservation policy, having participated in the drafting of three historic preservation ordinances and a cultural resources element. Debi served as project manager and lead preservation specialist in the preparation of the City of San Gabriel Historic Preservation and Cultural Resources Ordinance. This ordinance, which included provisions for historic, archaeological, and Tribal Cultural resources, which won awards from the Los Angeles Conservancy and California Preservation Foundation in 2018. Debi also assisted the cities of Manhattan Beach and South Pasadena in development of their cultural heritage ordinances and served as principal author of the City of Colton Cultural Resources Element. That effort was honored with a California Preservation Foundation Trustee's Award for Excellence in 2025.

Debi holds a master's degree in historic preservation from the University of Southern California and bachelor's degree from the University of California, Berkeley. Debi exceeds the Secretary of the Interior's Professional Qualification Standards in Architectural History and History.



ALVIN-CHRISTIAN NUVAL Principal Associate / Planner

Alvin holds both a Master of Urban and Regional Planning with concentrations in Design and Development and Transportation Policy and Planning and a B.A. in Global Studies with a Minor in Education Studies from UCLA, where his master's capstone project focused on identifying ways to support teachers, educators, and

parents in introducing urban planning topics to elementary school-aged children. For his work, he received a Shapiro Fellowship and was selected by the Lewis Center for Regional Policy Studies as a student grantee. In 2018, Alvin received a Student Scholarship to attend the National Asian & Pacific Islander American Historic Preservation Forum in San Francisco. Alvin's professional experience includes interning for Chattel prior to advancing as an Associate, working with cultural community-based organizations in Historic Filipinotown and Little Tokyo, and engaging in the production of events such as the Los Angeles Asian Pacific Film Festival and CicLAvia. At Chattel, Alvin has worked on a variety of projects including preparation of historic resource assessments and local landmark nominations and review of projects for conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. He has completed two Section 106 reviews for the County of Kern and successfully listed the Edward and America Griffith House and the New Lynn Theater, both in Laguna Beach, in the National Register of Historic Places. Currently, Alvin is working with a team of historians to develop an interpretive history walk at Roosevelt High School in Boyle Heights, Alvin enjoys researching the background of different properties using newspaper articles and is passionate about making history more accessible to people of all ages and backgrounds.



NELS YOUNGBORG Senior Associate / Architectural Historian

Nels Youngborg has thirteen years of experience in the architectural inspection services and historic preservation fields. He holds a Masters Certificate in Historic Preservation from the University of Texas, San Antonio and is completing his thesis for a M.S. in Historic Preservation from the University of Pennsylvania. For

over six years. Nels worked as a consultant to advise public housing authorities on best practices for maintaining, weatherizing and rehabilitating their properties and how to approach projects that would impact historic resources. These services required experience with material life-cycle analysis, LEED AP accreditation, federal certification for real estate assessment, and intimate knowledge of Federal and State regulations regarding historic resources. Nels also worked as a student professional worker and an emergency appointment planning assistant at the City of Los Angeles Department of City Planning Office of Historic Resources for two years. He managed the Historic-Cultural Monument program, worked with the Cultural Heritage Commission to create their hearing schedule, wrote staff reports to advise the City's historic preservation cases, assisted in management of the Mills Act program, reviewed and cleared permits for historic resources, reviewed Environmental Impact Reports that proposed potential impacts to historic resources, and served as the social media coordinator for SurveyLA, the Los Angeles Citywide Historic Resources Survey. At Chattel, Nels has continued to manage aspects of the City of Los Angeles's Mills Act Program, including pre-approval and periodic inspections. Nels specializes in assessment of historic significance, design review, permit expediting, geolocational database management and map creation through ArcGIS software, material condition assessment and risk analysis, preparation of documentation to support local, State and Federal historic preservation regulations, such as the Los Angeles Cultural Heritage Ordinance, Mills Act, California Environmental Quality Act (CEQA), National Historic Preservation Act (NHPA), and compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.



AUGUST PHILLIPS Associate III / Historian

August holds a M.A in Public History from California State University, Sacramento with a concentration in Historic Preservation and a B.A in both History and Middle East/South Asia Studies from University of California, Davis. For their thesis project, August nominated the Guild Theater in Sacramento to the National

Register of Historic Places and is completing the process of successfully listing the property. They served as a board member for the Research and Creative Activity Advisory Board at Sacramento State and worked to maintain equitable and accessible platforms for students to present research and mitigate potential barriers. They also contributed to the redesignation of Sutter's Fort in Sacramento as a National Historic Landmark, August's professional experience includes working as a Cultural Resources Assistant with the California Energy Commission where they mapped site records and environmental compliance reports using ArcGIS Online geospatial database, conducted ethnographic research, and co-authored the Tribal Energy Resiliency Conference Report. At Chattel, August has worked on a variety of projects including, preparation of historic resource assessments and review of projects for conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. August has completed Section 106 review for the Sam and Alfreda Maloof Compound Roof Replacement and successfully listed the Ballard Adobes in Los Olivos, in the National Register of Historic Places. They have also contributed to preparing the Las Vegas Historic Design Guidelines for John S. Park and Beverly Green Historic Districts. August additionally project managed, designed, and helped prepare the Historic Westside Design Guidebook for the City of Las Vegas, which guides new infill development based on historic precedent.



THOMAS CHANDLER

Thomas holds a M.A. in Urban and Regional Planning from UCLA with a concentration in Design and Development and a B.A. in Architectural Studies from Colby College with minors in Environmental Studies and Art. For his master's

capstone project, Thomas worked with the City of Los Angeles Office of Historic Resources to research and evaluate how municipalities in California had begun adopting and implementing objective development standards for housing development projects in historic districts and on parcels with designated landmarks. Thomas's professional background is in construction project and program management, and he has supported the global expansion of Uber's former electric bike and scooter business and the delivery of innovative office spaces for Microsoft. While interning at PATH Ventures, he aided in acquisition and development of permanent supportive affordable housing across Southern California. Thomas is particularly interested in how historic preservation and cultural heritage conservation can advance planning goals in affordable housing, climate resilience, and community development. He joined Chattel as an intern in 2025.

PAR Environmental Consultants, Inc. Archaeological and Tribal Cultural Resources Consulting Support

PARs principal, Mary L. Maniery, will serve as primary Quality Control and co-author for the Ordinance. Mary has provided similar services to the cities of Orange, Monterey, San Luis Obispo, Sacramento, Folsom, and Vallejo, as well as private-sector client such as the Pacific Gas and Electric Company. In the event of the optional public outreach meetings being adopted by the City, Mary will attend the meeting to represent the PAR team. Andrea "Ellie" Maniery will serve as Principal Investigator/Senior Archaeologist. In this role, she will co-author the Ordinance for archaeological and Tribal Cultural Resources and lead the review process. Ellie will also attend all meetings. Devin Cossey will provide assistance in revising the documents following comments by Chattel and City staff and providing graphical and mapping support. Additional information on PAR key personnel are provided below.



Mary Maniery, M.A., RPA Principal Investigator, Quality Control

Mary Maniery holds B.A. degrees in History and Anthropology and an M.A. degree in Anthropology from California State University, Chico. She has been working as an historian, architectural historian, and historical archaeologist in California, and eight other western and midwestern states since 1976. She has worked closely in the past with federal, state, cities, counties, the SHPO, and the Advisory Council

on Historic Preservation to ensure compliance with Section 106 of the National Historic Preservation Act, CEQA, and other pertinent regulations. Her work has covered all phases of the Section 106 process, including the initial inventory and assessment, assessing impacts of project-related activities on eligible sites, preparing agreement documents between clients (like PG&E, City of Monterey, Caltrans, United States Army Reserve, United Auburn Indian Community, and others), SHPO and the ACHP, and conducting appropriate data recovery and mitigation projects. She has prepared archaeological sections for the City of San Luis Obispo General Plan update, City of Monterey Historic Preservation Ordinance and General Plan Update, and the City of Orange Archaeological Sensitivity and Cultural Resources Element. She served as historical archaeologist on the State Historical Resources Commission for over five years under Governor Gray Davis.



Andrea "Ellie" Maniery, RPA Principal Investigator/Senior Archaeologist

Ellie Maniery holds a B.A. degree in Anthropology and an M.A. degree in Anthropology with a geoarchaeology emphasis from University of Nevada, Reno and has fourteen years of professional experience. She has led intensive surveys, test excavations, and data recovery projects for precontact and historical sites in

California, served at all stages of precontact and historic archaeology, organized monitoring projects, and conducted coordination with Native American Tribes. She assisted Mary Maniery in preparation of Cultural Resources Ordinance for the City of Monterey in 2019. Over the past five years she has served as a PAR Principal Investigator, including on a recent survey of over 400 miles in Trinity County. This survey resulted in recordation and management of over 600 sites. Ellie has experience conducting surveys for precontact and historical archaeological resources and historic buildings, planning and completing testing and data recovery work at precontact sites in California, Nevada, and Utah, has completed several geoarchaeological studies. She has prepared reports for compliance with Caltrans, Section 106, and CEQA. She has served as Field Director or PI since 2018 on Phase II and III studies reviewed by the USFS, BLM, and other agencies. She meets the Secretary of the Interior's qualification criteria as an archaeologist. Ellie is well-versed in project management, geoarchaeology, historic archaeology, precontact archaeology, groundstone, and lithic analysis.