

REPORT TO CITY COUNCIL

DATE: FEBRUARY 24, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER *hgt For C.R.*

BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER *hgt*
DOUG HOOPER, PLANNING DIRECTOR *DH*

SUBJECT: AGREEMENT BETWEEN THE CITY AND WITH RINCON CONSULTANTS, INC. TO PREPARE ENVIRONMENTAL DOCUMENTATION ASSOCIATED WITH THE MARRIOTT COURTYARD/TOWNPLACE SUITES HOTEL PROJECT

The purpose of this item is to seek approval of an Agreement for Consultant Services between the City and Rincon Consultants, Inc. for the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND), pursuant to the California Environmental Quality Act (CEQA), for the project proposed by Agoura Hills HHG Development, L.P. The agreement stipulates an amount not to exceed \$33,406.00 for the preparation of the document. A related agreement for payment of costs to the City by Agoura Hills HHG Development, L.P. for the preparation of the environmental document is proposed as part of a separate City Council agenda item at the February 24, 2016 meeting. That agreement amount is \$40,087.20, which includes \$33,406.00 for the preparation of the IS/MND plus an additional \$6,681.20, to pay for the City staff costs of reviewing the IS/MND and preparing legal notices, and mailings, and other coordination-related tasks with the Consultant.

Agoura Hills HHG Development, L.P. has submitted an application for the Marriott Courtyard/Townplace Suites to be located at 29505 and 29515 Agoura Road, for a 225-room hotel with a restaurant on two parcels north of Agoura Road and west of Roadside Road. City staff has determined that an IS/MND is necessary for this project and finds the proposed scope of work acceptable. Rincon Consultants, Inc. has provided CEQA document preparation services for the City in the past, and staff has been pleased with the firm's quality of work and timely product deliveries.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully requests that the City Council approve the Agreement for Consultant Services with Rincon Consultants, Inc., on a time-and-materials basis, for a not-to-exceed fee of \$29,818.00.

Attachment: Agreement for Consultant Services (with Attachment A)

**AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT: Rincon Consultants, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Joe Power
CONSULTANT'S ADDRESS: 180 Ashwood Avenue
Ventura, CA 3003
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Valerie Darbouze
COMMENCEMENT DATE: February 25, 2016
TERMINATION DATE: February 23, 2017
CONSIDERATION: Contract Price
Not to Exceed: \$ 33,406.00

ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i> _____ _____ _____ _____
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Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND RINCON
CONSULTANTS, INC.**

THIS AGREEMENT is made and effective as of February 25, 2016, between the City of Agoura Hills, a municipal corporation ("City") and Rincon Consultants, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on February 25, 2016, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 23, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed thirty three thousand four hundred and six dollars and zero cents (\$33,406.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

6. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

7. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any negligent acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause. The endorsements are to be signed by a person authorized

by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant 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. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless

15. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Harry Schwarz,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Tel: (818) 644-4455 Fax: (818) 644-4240

By: _____
Name: *Joseph P. Power*
Title: *Vice President*

By: _____
Name: *Walter Hamann*
Title: *Vice President*

[Signatures of Two Corporate Officers Required]

EXHIBIT A
TASKS TO BE PERFORMED
See Attached.



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003

805 644 4455

FAX 644 4240

info@rinconconsultants.com

www.rinconconsultants.com

February 3, 2016
Project Number 16-02403

City of Agoura Hills
Attn: Valerie Darbouze
30001 Ladyface Court
Agoura Hills, CA 91301

Subject: Proposal to Prepare Initial Study-Mitigated Negative Declaration for Courtyard and Townplace Suites Hotel, Agoura Hills, California

Dear Ms. Darbouze:

Rincon Consultants, Inc. is pleased to submit this proposal to prepare an Initial Study and Mitigated Negative Declaration (IS-MND) for the Courtyard and Townplace Suites Hotel project, which involves the construction of a 225-room, dual brand, hotel on a 5.65-acre, vacant parcel in the City of Agoura Hills. The site is generally situated between the 101 Freeway and Agoura Road west of Roadside Road, in the POM-FC - Planned Office Manufacturing (POM) and Freeway Corridor (FC) zones.

This proposal includes: (1) Rincon's proposed work scope; (2) a schedule for completion of the IS-MND work program; and (3) our cost estimate to complete the proposed work program. Rincon has performed similar studies for many similar projects throughout southern California.

SCOPE OF WORK

Based on direction from the City of Agoura Hills, we anticipate that an IS-MND will be the appropriate California Environmental Quality Act (CEQA) document for the project; however, if the analysis conducted as part of the IS identifies an environmental impact that will or may be significant, we will contact you and immediately to discuss an appropriate course of action, potentially involving the preparation of a focused Environmental Impact Report (EIR).

Rincon's work program for the IS-MND will be as follows:

1. **Administrative Draft IS-MND.** Rincon will peer-review the technical studies submitted by the applicant and prepare an internal review (Administrative) Draft IS-MND. Rincon will use the City of Agoura Hills' preferred format, which we assume will be the CEQA Guidelines Appendix G checklist. The Administrative Draft IS will address all of the items on the environmental



checklist. To the maximum extent feasible, existing technical studies will be used and impacts will be quantified and compared to quantitative significance thresholds. Rincon will submit an electronic copy of the Administrative Draft IS-MND for internal review in PDF and/or Word format.

2. **Public Review Draft IS-MND.** Rincon will respond to internal review comments on the Administrative Draft IS-MND and prepare the Public Review Draft IS-MND. We will provide one electronic (PDF) copy of the Public Review Draft IS-MND for posting on the City's website and, 10 bound copies (including appendices), and 17 CDs. We assume that the City will distribute the documents to responsible agencies and file the NOI with the County Clerk.
3. **Final IS-MND.** Upon receipt of public comments on the Public Review Draft IS-MND, Rincon will prepare draft responses to comments for City of Agoura Hills review and prepare the Administrative Final IS-MND. If mitigation measures are included in the IS-MND this will include the Mitigation Monitoring and Reporting Program (MMRP), which will be a table listing all mitigation measures and indicating what monitoring actions are required, the department(s) responsible for monitoring, and when monitoring is to occur. Prior to or following IS-MND approval, we will provide a PDF of the Final IS-MND (including responses to comments and the MMRP) and up to 10 bound copies (without the appendices).
4. **Public Hearings.** Rincon will attend two public hearings on the project. If desired, we will make a presentation summarizing the environmental review process and IS-MND conclusions. We can attend additional hearings in accordance with our standard fee schedule (attached).

The IS-MND will address all issues on the CEQA checklist. Our general approach to each issue is described below.

- **Aesthetics, Light, and Glare:** Long-term visual impacts (i.e., visual character and views from adjacent areas) resulting from the project will be reviewed based on a visual survey of the site and surrounding district. Alteration of views and changes in visual character will be discussed. The analysis will also consider light and glare impacts from street lights, vehicle headlights, and building lights. We will review the elevations, simulations, lighting plan and any other visual tools illustrating the project provided to us.
- **Agriculture and Forestry Resources:** The IS will confirm that there would be no effect on farmland or forestland and that the project would not convert such lands to another use.



- **Air Quality:** Rincon will prepare a stand-alone air quality and greenhouse gas (GHG) study that will be an appendix to the IS-MND. Demolition and construction emissions, including equipment exhaust and fugitive dust emissions, will be quantified using the California Emissions Estimator Model (CalEEMod). Consistent with the SCAQMD environmental justice program and localized significance threshold (LST) methodology, localized air quality impacts on nearby sensitive receptors will also be evaluated. Long-term emissions will be quantified using CalEEMod and compared to the SCAQMD thresholds of significance. Project consistency with regional air quality plans will also be evaluated. The study findings with respect to air quality will be summarized in the Air Quality section of the IS-MND.
- **Biological Resources:** Rincon will perform a peer review of the biological resources analysis prepared by RCA Associates, LLC and Agoura Road Hotel Tree Report prepared by Envicom. We presume that the reports are generally adequate and will be summarized in the Biological Resources section of the IS-MND. However, if we identify significant deficiencies, we will document this finding in a memorandum to the City and presume that the report preparers will address our concerns.
- **Cultural Resources:** Rincon will consider comments received by the Gabrieleño Band of Mission Indians (letter dated December 15, 2015) and will prepare a stand-alone Phase I archaeological investigation that will be an appendix to the IS-MND. The archaeological investigation will involve a records search as well as an on-foot survey of the project site. The findings of this investigation will be summarized in the Cultural Resources section of the IS-MND. We will also assist with the Native American consultation required by Assembly (AB) 52. This will entail attendance at two meetings with Native American groups and incorporation of Native American recommendations into the cultural resources analysis as appropriate.
- **Geology and Soils:** Based on the soil sampling information provided in the Phase II Subsurface Investigation Report prepared by Hillmann Consulting, along with readily available sources (such as the City's Safety Element and any already prepared geotechnical study), 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.
- **Greenhouse Gas Emissions:** The GHG analysis will summarize the findings of the air quality and GHG study to be prepared for the project. The GHG study will quantify project GHG emissions using CalEEMod.



Emissions will be compared to applicable thresholds, including the threshold currently recommended by the SCAQMD. The discussion will briefly describe the status of applicable regulations such as AB 32 (Global Warming Solutions Act), Senate Bill 97, and Executive Order S-3-05. It will also assess the project's consistency with the California Attorney General's recommended mitigation measures, the California Climate Action Team's goals and objectives, and applicable policies of the South Coast Air Quality Management District (SCAQMD).

- **Hazards and Hazardous Materials:** Short-term and long-term hazard conditions will be examined, based upon readily available data from agency databases, field observations, and the Human Health Risk Assessment prepared for the project by Mearns Consulting LLC. Rincon will peer review the Health Risk Assessment and incorporate the findings into the MND section as appropriate. We presume that the assessment is generally adequate. However, if we identify significant deficiencies, we will document this finding in a memorandum to the City and presume that the report preparer will address our concerns.
- **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 analysis will consider changes in absorption rates, drainage patterns, storm drain improvements, and downstream effects, based on a drainage study that is to be provided for our use. The potential for the project to violate water quality standards or waste discharge requirements will also be analyzed. Applicable National Pollutant Discharge Elimination System (NPDES) requirements will be referenced and incorporated as appropriate.
- **Land Use and Planning:** This discussion will analyze the relationship of the proposed project and associated entitlements to applicable planning policies and ordinances, including the City of Agoura Hills General Plan and Development Code. Potential compatibility conflicts with adjacent uses will also be analyzed.
- **Mineral Resources:** This discussion will note that there would be no effect upon mineral resources.
- **Noise:** Rincon will peer review the noise study prepared by Christopher Jean & Associates Inc. and summarize the report findings as appropriate in the Noise section of the IS-MND. We presume that the study is generally adequate. However, if we identify significant deficiencies, we will document this finding in a memorandum to the City and presume that the study preparer will address our concerns.
- **Population/Housing:** The analysis will document the fact that the proposed project would not displace or add residences.



- **Public Services:** The project's effects related to the provision of existing services, including fire, law enforcement, educational, and recreational services, will be evaluated. Data sources will include readily available documents, such as the City of Agoura Hills General Plan and EIR, and contact with affected service providers.
- **Recreation:** The analysis will address direct impacts to local recreation facilities as well as the indirect impact associated with increased demand for recreational facilities. Data sources will include the City of Agoura Hills General Plan and associated EIR.
- **Transportation/Traffic:** The findings of the traffic study prepared by Associated Transportation Engineers will be summarized in the Transportation/Traffic section of the IS-MND. We presume that the City Traffic Engineer will review and approve the traffic study before it is provided for our use.
- **Utilities and Service Systems:** Impacts to existing infrastructure, including water, wastewater, and solid waste facilities will be evaluated. Water demand and wastewater and solid waste generation will be quantified using standard rates for proposed uses and compared to current and future system capacity. The water supply analysis will discuss current drought conditions and the City of Agoura Hills' response to the drought.
- **Mandatory Findings of Significance:** This section will address cumulative effects, impacts to biological or cultural resources, and impacts to human beings.

SCHEDULE

Rincon will complete the environmental review process for the project based on the following schedule:

- Administrative Draft IS-MND to be submitted for internal review within six weeks of notice to proceed and receipt of all required project description materials and technical studies
- Public Review Draft IS-MND to be submitted within two weeks of receipt of comments on the Administrative Draft IS-MND
- Final IS-MND to be submitted within two weeks of receipt of all public comments on the Public Review Draft IS-MND

Based on these timeframes and assuming two-week turnaround of internal review work products, we believe that the environmental review process can be completed within about 4-5 months.



COST

Our proposed budget for the above work program is **\$33,406**. The table below shows a breakdown of costs by task. We have budgeted 24 hours of staff time to respond to comments on the Public Review Draft IS-MND. Rincon assumes that the City of Agoura Hills will circulate the Public Review Draft IS-MND to responsible agencies and handle all other CEQA-required noticing.

City of Agoura Hills
Courtyard and Townplace Suites Hotel IS-MND
 Cost Estimate

Tasks	Cost	Hours	Rincon Labor Hours				
			Principal \$195/hour	Sr. Prof. I \$135/hour	Prof. III \$110/hour	Graphics/ Tech Editor \$85/hour	Clerical \$65/hour
1. Administrative Draft IS-MND	\$11,190	90	14	16	48	12	
<i>Air Quality/GHG Study</i>	\$2,860	24	2	4	16	2	
<i>Phase I Archaeological Investigation</i>	\$3,495	29	3	4	20	2	
<i>Native American Consultation (2 meetings)</i>	\$1,960	16		8	8		
2. Public Review Draft IS-MND	\$3,470	30	4	8	8	4	6
3. Final IS-MND							
<i>Responses to Comments</i>	\$3,080	24	4	6	12	2	
<i>Mitigation Monitoring Plan</i>	\$795	7		1	6		
<i>Final IS-MND Publication</i>	\$1,490	16		2	6	2	6
4. Public Hearings (2)	\$1,350	10		10			
Project Management	\$1,850	14	4	6			4
Rincon Labor Total	\$31,540	260	31	65	124	24	16
Other Costs							
Printing							
Public Review Draft IS-MND (10 copies + 17 CDs)	\$670						
Final IS-MND (10 copies)	\$250						
Miscellaneous Expenses	\$946						
Total (Other Costs)	\$1,866						
Total (Rincon Labor + Other Costs)	\$33,406						





This proposal is valid for a period of 30 days and is fully negotiable. We appreciate the opportunity to assist the City with this project. Please let me know if you have any questions about this proposal or need additional information.

Sincerely,
RINCON CONSULTANTS, INC.

Joe Power, AICP CEP
Principal

EXHIBIT B
PAYMENT RATES AND SCHEDULE

See attached.



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental Sciences and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

Professional, Technical, and Support Personnel*	Rate
Principal II	\$ 215/hour
Principal I	\$ 195/hour
Senior Supervisor II	\$ 175/hour
Supervisor I	\$ 165/hour
Senior Professional II	\$ 145/hour
Senior Professional I	\$ 135/hour
Professional IV	\$ 120/hour
Professional III	\$ 110/hour
Professional II	\$ 95/hour
Professional I	\$ 85/hour
Environmental Technician/Field Aide	\$ 75/hour
Senior GIS Specialist	\$ 115/hour
GIS/CADD Specialist II	\$ 100/hour
GIS/CADD Specialist I	\$ 90/hour
Graphic Designer	\$ 85/hour
Technical Editor	\$ 95/hour
Clerical/Administrative Assistant II	\$ 75/hour
Clerical/Administrative Assistant I	\$ 65/hour

*Professionals include environmental scientists, urban planners, biologists, geologists, and cultural resources experts

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.



RINCON CONSULTANTS, INC.

Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Rate	Unit
Environmental Site Assessment		
Bailer	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 35	Day
Disposable Bailer	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 60	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
Water Resources		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
Natural Resources Field Equipment		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$ 125	Day
Laser Rangefinder/Altitude	\$ 10	Day
Mammal trap, large / small	\$1.50 /	Each per trap
Minnow trap	\$ 85	Each per job
Net, hand / large seine	\$ 10 / \$ 50	Day
Pettersson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble® GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
Multi-Services Field Equipment		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Sound Level Meter	\$ 75	Day