

REPORT TO CITY COUNCIL

DATE: FEBRUARY 24, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER *hrt For C.C.*

BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER *hrt*
DOUG HOOPER, PLANNING DIRECTOR *dh*

SUBJECT: CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY AND RINCON CONSULTANTS, INC. TO COMPLETE ENVIRONMENTAL DOCUMENTATION ASSOCIATED WITH THE PARK AT LADYFACE SENIOR APARTMENTS PROJECT

The purpose of this item is to seek City Council approval for the City to enter into a Consultant Services Agreement with Rincon Consultants, Inc., for the completion of an Initial Study/Mitigated Negative Declaration, pursuant to the California Environmental Quality Act (CEQA), for Carlos Khantzis' "The Park at Ladyface" senior apartments project.

In 2014, the City Manager authorized an Agreement with Rincon Consultants, Inc., not to exceed \$12,175.00, to prepare an environmental Initial Study for this project. As the Initial Study has been prepared, the Agreement being considered by the City Council stipulates an additional amount, not to exceed \$13,945.00, which is required for the completion of the Initial Study/Mitigated Negative Declaration document. A related Agreement for payment of costs to the City by the project applicant is proposed as part of a separate City Council agenda item at the February 24, 2016 meeting. That Agreement amount is \$16,734.00, which includes \$13,945.00 for the completion of the Initial Study/Mitigated Negative Declaration, plus an additional \$2,789.00 to pay for the City staff costs of reviewing the Initial Study/Mitigated Negative Declaration and preparing legal notices, and mailings, and other coordination-related tasks with the Consultant.

The project applicant, Carlos Khantzis, is proposing to develop a 46-unit senior apartment complex. The proposed apartments would be included within two buildings on a 7.1 acre parcel located within in the Ladyface Mountain Specific Plan area, at 30800 Agoura Road. City staff determined that an Initial Study/Mitigated Negative Declaration is necessary for this project and finds the proposed scope of work acceptable. Rincon Consultants, Inc., has provided CEQA documentation preparation services for the City in the past, and staff has been pleased with the firm's quality of work and timely deliveries.

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

RECOMMENDATION

Staff respectfully requests the City Council approve the Agreement for Consultant Services with Rincon Consultants, Inc., on a time-and-materials basis, for a not to exceed amount of \$13,945.00.

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 North Ashwood Avenue
Ventura, CA 93003
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Doug Hooper
COMMENCEMENT DATE: February 25, 2016
TERMINATION DATE: February 24, 2017
CONSIDERATION: Contract Price
Not to Exceed: \$13,945.00/yr

ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i> _____ _____ _____ _____
--

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 _____, 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 _____, 2016, and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 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 Thirteen Thousand Nine Hundred Forty-five Dollars and Zero Cents (\$13,945.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

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 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 requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located

within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
 30001 Ladyface Court
 Agoura Hills, California 91301
 Attention: City Manager

To Consultant: Rincon Consultants, Inc.
 180 Ashwood Avenue
 Ventura, CA 93003
 Attention: Joe Power

14. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

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

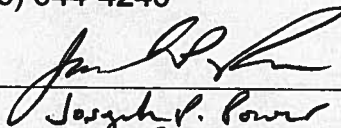
CONSULTANT

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Joe Power
Phone: (805) 644-4455
Fax: (805) 644-4240

By: _____

Name: _____

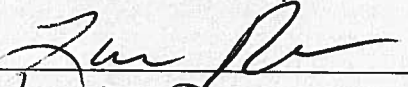
Title: _____


Joseph P. Power
Vice President

By: _____

Name: _____

Title: _____


Laciissa Davis
Chief Financial Officer

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

(SEE ATTACHED PROPOSAL DATED JANUARY 22, 2016)

EXHIBIT B
PAYMENT RATES AND SCHEDULE

(SEE ATTACHED PROPOSAL DATED JANUARY 22, 2016)



Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003

805 644 4455
FAX 644 4240

info@rinconconsultants.com
www.rinconconsultants.com

January 22, 2016
Job No. 16-02400

Doug Hooper
Assistant Director of Community Development
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301-1335

Subject: Proposal to Prepare The Park at Ladyface Senior Apartments MND

Dear Mr. Hooper:

Rincon Consultants, Inc. is pleased to submit this proposal to prepare a Mitigated Negative Declaration (MND) for The Park at Ladyface Senior Apartments project. The vacant 7.1-acre project site is located within the Ladyface Mountain Specific Plan area and is bounded by apartment buildings and single family residences on the west, office buildings on the north, an undeveloped parcel on the east, and Ladyface Mountain on the south. The site slopes upward toward the south with increasing numbers of oak trees on steeper ascending slopes. Two watercourses divide the site into two natural pad areas and a third watercourse separates the site from the parcel to the east.

The proposed project involves a 71,206 square foot, 46-unit senior housing development to be constructed in two buildings. The project includes the widening of Agoura Road along the northern property line and restructuring of two detention basins to meet current standards. The project would require an amendment to the Ladyface Specific Plan, which calls for a business park/office complex on the site.

This proposal includes: (1) Rincon's proposed work scope; (2) a schedule for completion of the 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 the Initial Study prepared for the project and direction from the City of Agoura Hills, we anticipate that an MND will be the appropriate California Environmental Quality Act (CEQA) document for the project.

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

1. **Public Review Draft MND.** Rincon will review the revised plans, respond to internal review comments from the Initial Study, peer review the addendum to the

tree report, and prepare the Public Review Draft MND. Rincon will prepare the Notice of Intent (NOI) to adopt an MND, but we assume that the City of Agoura Hills will be responsible for mailing the NOI to responsible agencies and will prepare and publish a newspaper notice. We will provide one electronic (PDF) copy of the Public Review Draft IS-MND for posting on the City's website and 12 bound copies. We assume that the City will distribute the documents to responsible agencies and file the NOI with the County Clerk.

2. **Final MND.** Upon receipt of public comments on the Public Review Draft MND, Rincon will prepare draft responses to comments for City of Agoura Hills review and prepare the Administrative Final 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 MND approval, we will provide a PDF of the Final IS-MND (including responses to comments and the MMRP) on CD and up to 12 bound and 18 CD copies. Rincon will prepare the Notice of Determination (NOD), though we assume that the City of Agoura Hills will file the NOD and pay applicable filing fees.
3. **Public Hearings.** Rincon will attend two public hearings on the project. If desired, we will make a presentation summarizing the environmental review process and MND conclusions. We can attend additional hearings in accordance with our standard fee schedule (attached).

SCHEDULE

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

- Public Review Draft MND to be submitted within three weeks of notice to proceed on the Administrative Draft MND
- Final MND to be submitted within two weeks of receipt of all public comments on the Public Review Draft MND

Based on these timeframes and assuming two-week turnaround of internal review work products, we believe that the environmental review process for both projects can be completed within about 2-3 months.

COST

Our proposed budget for the above work program is **\$13,945**. The table on the following page shows a breakdown of costs by task. We have budgeted 14 hours of professional staff time to respond to comments on the Public Review Draft MND. Rincon assumes that the City of Agoura Hills will circulate the Public Review Draft MND to responsible agencies and handle all other CEQA-required noticing.

Ladyface MND

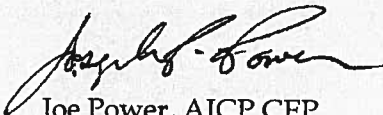
Cost Estimate

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. Public Review Draft MND	\$3,810	35	3	5	15	6	6
<i>Biological Resources</i>	\$905	7	1	2	4		
2. Final MND							
<i>Responses to Comments</i>	\$1,980	14	4	4	6		
<i>Mitigation Monitoring Plan</i>	\$795	7		1	6		
<i>Final MND Publication</i>	\$1,490	16		2	6	2	6
3. Public Hearings (2)	\$1,350	10		10			
4. Project Management	\$1,850	14	4	6			4
Rincon Labor Total	\$12,180	103	12	30	37	8	16
Other Costs							
Printing							
Public Review Draft MND	\$875						
Final MND	\$525						
Miscellaneous Expenses	\$365						
Total (Other Costs)	\$1,765						
Total (Rincon Labor + Other Costs)	\$13,945						

This proposal is valid for a period of 30 days and is fully negotiable to meet the City's needs. We can proceed with our proposed work program upon receipt of written authorization.

We appreciate the opportunity to assist 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