

REPORT TO CITY COUNCIL

DATE: APRIL 28, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: DENICE THOMAS, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: AWARD OF CONTRACT FOR THE GENERAL PLAN UPDATE CONSULTANT

On December 18, 2020, as part of the competitive bid process, staff sought bids for consultants to update the sections of the General Plan affected by the Sixth Cycle Regional Housing Needs Assessment (RHNA) allocations assigned to the City of Agoura Hills by the State of California. Specifically, the update includes: the Safety Element, the Circulation Element, the Land Use Element, and drafting Environmental Justice policies. The deadline to receive competitive bids ended on January 26, 2021. Though 29 inquiries were made, The City received no bids. Staff followed the competitive bid process and was unable to secure a contractor. As a result of the lack of competitive bids, staff directly contacted EcoTierra Consulting, Inc. (EcoTierra) with the proposal. EcoTierra agreed to the scope of work and submitted a bid to perform the work for \$231,266. The contract amount falls within the amount budgeted for the General Plan update and will be paid for with a combination of grant funds and General Fund.

The scope of work includes preparation of the updated elements and drafting Environmental Justice policies to address changes in state law and changes needed to provide for the Sixth Cycle RHNA allocation; to work and coordinate with the City's Housing Element consultant to ensure consistency between all work products and tasks; and to complete work in accordance with the Housing Element deadlines.

The work proposed supports the development and adoption of the Housing Element; which is required by state law to be adopted by October 15, 2021. Therefore, the project is expected to take approximately six months. The schedule is aggressive, but achievable with the assistance of EcoTierra Consultants.

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

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Award the General Plan Element Update contract to EcoTierra Consulting, Inc.;
2. Authorize staff to expend an amount not to exceed \$231,266; \$150,000 in grant funds and \$81,266 from the General Fund for the project; and
3. Authorize the Mayor to sign the agreement for consultant services.

Attachment: Agreement for Consultant Services

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: EcoTierra Consulting, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Curtis Zacuto
CONSULTANT'S ADDRESS: 555 W. Fifth Street, 26th Floor
Los Angeles, CA 90017
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Denice Thomas
COMMENCEMENT DATE: April 14, 2021
TERMINATION DATE: April 14, 2022
CONSIDERATION: Contract Price
Not to Exceed: \$ 231,266

ADDITIONAL SERVICES *(Describe Services, Amount, and Approval):*

A contingency may be needed to complete all task within this project's aggressive timeline.

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND ECOTIERRA
CONSULTING, INC.**

THIS AGREEMENT is made and effective as of April 14, 2021, between the City of Agoura Hills, a municipal corporation ("City") and EcoTierra Consulting, 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 April 14, 2021, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 14, 2022, 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 Two Hundred Thirty-One Thousand Two Hundred Sixty-Six Dollars and Zero Cents (\$231,266.00) ("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 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. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any

insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. 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.

F. 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.

G. 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.

H. 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 and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be under Consultant's exclusive direction and control. Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. 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.

B. 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 City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and

tasks performed under this Agreement. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. 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 and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a

manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. 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.

13. 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.

14. 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: EcoTierra Consulting, Inc.
555 W. Fifth Street, 26th Floor
Los Angeles, CA 90017
Attention: Curtis Zacuto

15. 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.

16. 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.

17. 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.

18. 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.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. 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.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

22. 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

Denis Weber,
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

EcoTierra Consulting, Inc.
555 W. Fifth Street, 26th Floor
Los Angeles, CA 90017
Attn: Curtis Zacuto
(818)356-9496

By: Curtis Zacuto
Name: CURTIS ZACUTO
Title: PRINCIPAL, PRESIDENT

By: Craig Rajor
Name: CRAIG RAJOR
Title: PRINCIPAL, SECRETARY/CEO

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

Agoura Hills General Plan Elements Update and Program EIR

| | Curtis Zacuto | Katrina Hardt-Holoch | Marisa Wyse | Katie Wilson | Admin/ Graphics | Total Hours | Total Budget |
|--|---------------|----------------------|-------------|--------------|-----------------|-------------|------------------|
| Tasks | \$190 | \$170 | \$150 | \$150 | \$90 | | |
| Task 1: General Plan Updates | | | | | | | |
| Task 1a: Review General Plan and Associated Materials | 4 | 6 | 3 | | | 13 | \$2,230 |
| Task 1b: Update Land Use Element | 4 | 8 | 40 | | 8 | 60 | \$8,480 |
| Task 1c: Update Safety Element | 6 | 14 | 40 | | 4 | 64 | \$9,880 |
| Task 1d: Prepare Environmental Justice Element | 6 | 8 | 40 | | 4 | 58 | \$8,860 |
| Task 1e: Update Circulation Element | 3 | 6 | 6 | | 4 | 19 | \$2,850 |
| Task 2: Environmental Review | | | | | | | |
| Task 2.1: Project Initiation/Scoping | 16 | 30 | 40 | | 8 | 94 | \$14,860 |
| Task 2.2: Administrative Draft Program EIR | 24 | 80 | 140 | 120 | 12 | 376 | \$58,240 |
| Task 2.3: Draft Subsequent Programmatic EIR | 12 | 25 | 30 | 8 | 4 | 79 | \$12,590 |
| Task 2.4: Prepare Final Subsequent Programmatic EIR | 20 | 20 | 24 | 12 | 4 | 80 | \$12,960 |
| Task 2.5: Meeting Coordination and Attendance | 20 | 6 | | | | 26 | \$4,820 |
| Subtotal | 115 | 203 | 363 | 140 | 44 | 869 | \$136,130 |
| Subconsultants | | | | | | | |
| Kleinfelder (includes Tasks 1 - 3) | | | | | | | \$23,858 |
| Kimley Horn (includes Tasks | | | | | | | \$39,800 |
| Direct Costs (printing, postage, mileage, etc.) | | | | | | | \$1,000 |
| TOTAL (without Optional Tasks) | | | | | | | \$200,788 |
| Optional Tasks | | | | | | | |
| Kleinfelder (Optional Task 5 - Biological and Archaeological Site Visits) | | | | | | | \$2,547 |
| Kleinfelder (Optional Task 6 - AB 52 Tribal Notification and Consultation) | | | | | | | \$1,431 |
| Kimley Horn (Optional Task 4 LOS Assessment) | | | | | | | \$26,500 |
| TOTAL (with Optional Tasks) | | | | | | | \$231,266 |



EcoTierra
c o n s u l t i n g

March 6, 2021

Denice Thomas, Community Development Director
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
VIA EMAIL: dthomas@agourahillscity.org

RE: City of Agoura Hills Land Use, Safety, Circulation Element and Environmental Justice Update and Environmental Review Proposal

Dear Ms. Thomas,

EcoTierra Consulting (“EcoTierra”) is pleased to present this proposal to provide consultant services for the City of Agoura Hills Land Use, Safety, Circulation Element Environmental Justice, and Environmental Review project.

The City is in the process of updating the Housing Element. The City’s Housing Element Update needs to allow for construction of approximately 320 more dwelling units to accommodate the RHNA for the Housing Element. Although not confirmed, the City is considering primarily sites within the Agoura Village Specific Plan (AVSP) area, that is currently under review for revision and update. Subsequently, the AVSP will be updated and amended with a separate environmental review and the Land Use Element will required to be updated to be internally consistent with the Housing Element update.

In addition to the Housing and Land Use Element updates, the City needs to make other changes to the General Plan. To comply with SB 379, AB 2140, and SB 1241, the City needs to update their Safety Element. The City recently adopted Transportation Study Guidelines for Vehicle Miles Traveled in February 2020. These Guidelines need to be incorporated into the General Plan Circulation Element. Lastly, to comply with SB 100, the City must also adopt Environmental Justice Element policies.

This scope of work addresses the update of the Land Use, Safety and Circulation Elements, and preparation of new Environmental Justice policies. The Housing, Land Use, Safety, Circulation Element and Environmental Justice updates are subject to CEQA. Therefore, the environmental review portion of the scope addresses CEQA compliance for the Housing, Land Use, Safety, Circulation Elements and Environmental Justice policies. The City adopted their current General Plan and certified the Programmatic EIR for the General Plan Update in 2010. Therefore, as allowed under CEQA to streamline the environmental review, we propose to prepare a Subsequent Programmatic EIR (PEIR) for the Housing, Land Use, Safety, Circulation Elements and Environmental Justice update.

Task 1: General Plan Update

Task 1a. Review General Plan and Associated Materials

EcoTierra will review the existing General Plan elements, and proposed land use designation amendments and rezoning of parcels to accommodate changes required for the Housing Element. As part of the associated materials, we will review the General Plan EIR, Local Hazard Mitigation

Plan, and Transportation Study Guidelines for Vehicle Miles Traveled, and other relevant City documents.

Task 1b: Update Land Use Element

We will analyze all compiled data from the Housing Element Update to prepare charts and matrices required for the update. We will make sure the Land Use Element is consistent with the Housing Element Update and revise and update the Land Use Element goals, policies and programs that guide future development accordingly. In addition, we will update the Land Use Element to be consistent with the City's new Sphere of Influence area with a new exhibit and discussion. EcoTierra will help the City, as necessary, to ensure all updates meet State General Plan requirements found in Government Code Section 65302(f).

Task 1c: Update Safety Element

We will review applicable OPR General Plan regulations and guidance and, based on a preliminary assessment of the current Safety Element, prepare policies to bring the General Plan Safety Element into compliance with current State law.

The City adopted a Local Hazard Mitigation Plan a January 2020. We will update the City's 2015 General Plan Safety Element to incorporate new information and policies that address hazards in the City into the General Plan.

Task 1d: Prepare Environmental Justice Element Policies

We will prepare new Environmental Justice Element policies for incorporation into the Land Use, Housing and Safety Element of the 2015 General Plan. The Environmental Justice Element policies will include all requirements as specified in SB 1000 to address disadvantaged communities. To comply with State law, we will incorporate a discussion of SB 1000 and prepare an CalEnviroscreen map of Agoura Hills that illustrates that Agoura Hills does not contain any disadvantaged communities.

Task 1e: Update Circulation Element

The City adopted Transportation Study Guidelines for Vehicle Miles Traveled in February 2020. The Circulation Element will require updating to include the adopted VMT Thresholds. The following tasks will be provided in order to update the Circulation Element :

1. Update the Circulation Element to reflect the VMT thresholds adopted by the City.
2. Describe the procedures for updating the VMT per capita and the VMT per employee thresholds in the future.
3. Review the remainder of the existing Circulation Element and provide comments to the City regarding other updates as appropriate.
4. Prepare a red line strikeout version of the updated Circulation Element for City review.

The update of the Circulation Element is intended to incorporate the new VMT requirements into the document. No new citywide transportation analyses will be conducted as part of this Phase nor will any regional modeling be undertaken. Should the City choose to conduct an LOS analysis, that could be accomplished under Kimley Horn's Optional Task 4 described for the EIR task below.

The City's current General Plan is recent (adopted in 2010); therefore, we assume the policies will be additions to the current General Plan. We assume that the City will provide the existing General Plan in a format that can be edited to include the new policies, as necessary.

Task 2. Environmental Review

Due to the scope of project, we assume that a Subsequent PEIR is the appropriate level of environmental review for the project.

Task 2.1: Project Initiation/Scoping

This task will include a project kick-off meeting with City staff, preparing an Initial Study (IS) and Notice of Preparation (NOP), attending a public scoping meeting, and AB 52 Scoping.

EcoTierra's project manager will attend a kickoff meeting with City staff. The purpose of this meeting is to review and discuss the project details; collect all relevant reports and drawings (or identify relevant documents needed); discuss the desired environmental document approach and format; resolve issues regarding overall assumptions; identify other key contacts at the City; and discuss communications protocols. The meeting will include a visit to the project site.

We will prepare an administrative draft IS and NOP. We assume that due to the nature and location of the project that the following topics will be scoped out from detailed analysis in the IS: agricultural and forestry resources, biological resources, geology and soils, hydrology and water quality, mineral resources, and wildfire.

We will submit the IS and NOP to the City for review and comment, address the City's comments, and prepare the final version for publication. We will prepare the Notice of Completion (NOC) and submit the NOP/IS package to the State Clearinghouse. We will also submit the NOP to the Los Angeles County Clerk for a 30-day posting. We assume the City will distribute the NOP/IS to responsible or trustee agencies, neighboring jurisdictions, and interested parties. At the City's request, we can provide a budget for publication of the NOP in area newspapers.

EcoTierra staff will attend the public scoping meeting and present the CEQA process and take notes on the proceedings. Following the meeting, we will review comments received in response to the NOP and prepare a summary of comments from the scoping meeting.

We will assist the City with meeting the requirements of Assembly Bill 52 (AB 52) Native American consultation requirements. These consultations will be used to inform the Tribal Cultural Resources sections of the PEIR. Kleinfelder has provided an optional task to support the City. These letters will be included in the environmental document. Because the consultation is government to government, we assume the City will provide notes documenting the consultation in the PEIR. We assume that the City will have contact information for tribes that have requested

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consultation for projects in the City. Should that not be the case, we will contact the Native American Heritage Commission for a list of tribes applicable to the project area.

Deliverables: Administrative draft NOP/IS (Word and PDF copy), Final draft NOP/IS (PDF copy); Environmental Document Summary Form, Final draft NOP/IS, and NOC (State Clearinghouse); NOP (2 copies to Los Angeles County Clerk); project scoping meeting notes (Word and PDF copies)

Preparation of the Initial Study will rely upon City's current General Plan and recently prepared environmental documents for other projects in the City. The Draft IS/NOP will be released for a 30-day review period once the City has determined the draft updated Housing Element is complete.

Task 2.2: Administrative Draft Programmatic EIR

The City undertook a comprehensive update to the General Plan in 2010 and included Program EIR. This current update would be a subsequent analysis and update to the 2010 General Plan. We will prepare an Administrative Draft Subsequent Programmatic EIR for review by City staff. The following identifies the major sections that will be included in the Administrative Draft Subsequent Programmatic EIR.

The Subsequent PEIR will generally analyze the broad environmental effects of implementing General Plan and zoning amendments, changes to existing General Plan Elements, and the new Environmental Justice Element with the acknowledgement that additional and subsequent site-specific environmental review will be required for projects when they are proposed. Therefore, no site-specific analyses are anticipated to be conducted for the Subsequent PEIR and we have not included pedestrian surveys or records searches for biological or cultural resources with the assumption that those tasks will be conducted at the time site development activities are proposed. However, we have included Kleinfelder to provide desktop review of Cultural and Biological Resources (and optional tasks for limited site visits). Further, if certain projects become sufficiently detailed such that project level environmental analysis should be conducted concurrent with the programmatic analysis, the scope and budget for the CEQA document can be adjusted accordingly.

Due to the programmatic nature of the project and/or lack of resources, we anticipate that the following topics can be scoped out from detailed review. These topics will be qualitatively discussed in the Other CEQA Considerations.

- Aesthetics
- Agriculture and Forestry Resources
- Hazards and Hazardous Materials
- Mineral Resources

Introduction and Summary

An Introduction and Summary will be included as the first section of the PEIR. The Introduction and Summary section of the PEIR will include a narrative on the background of the PEIR process, development of the project and alternatives, a short summation of the environmental review and project approval process, and a summary of expected environmental effects and mitigation measures.

We will list topics focused out from detailed environmental review and the reader will be referred to Other CEQA Considerations for more information on why these topics are focused out. The NOP will be included in the Appendix.

Overview of Environmental Setting

The environmental setting will provide a physical description of the project site and the surrounding area. The environmental setting will provide a physical description of the project site and the surrounding area.

Project Description

The project description will provide a detailed narrative and graphical presentation of the components of the project, including project timeline and schedule. The project description will include a qualitative and graphical description of the project boundaries, including regional and vicinity maps and aerial photos.

Environmental Impacts and Mitigation

This section will present the impacts analyses and mitigation measures for the project. The Subsequent Programmatic EIR will identify feasible mitigation measures for significant impacts and clarify whether a mitigation measure has been proposed as part of the project or identified through the EIR process.

As stated previously, we assume that due to the programmatic nature of the project and the project sites, that some of the Appendix G topics can be scoped out from detailed environmental review. While the Subsequent PEIR will include sections for analysis of each Appendix G topic, we assume that the following topics will require detailed environmental review in the Subsequent PEIR given their importance for this type of project. The scope of analysis for air quality/GHG/energy, geology and soils, hydrology and water quality, land use and planning, noise, population and housing, public services and recreation, transportation, tribal cultural resources, utilities, and wildfire are provided below.

Air Quality/GHG/Energy

The project proposes General Plan Amendments and zoning changes that would increase residential development; thereby, generating air emissions and greenhouse gases, and requiring the use of energy. The following tasks are proposed for the air quality, greenhouse gas, and energy impact analysis.

Existing Conditions. We will prepare an existing setting section that describes the existing air quality setting in the area and identifies applicable international, federal, state, SCAQMD's, and local rules and regulations that apply to the project including the State greenhouse gas (GHG) regulations Assembly Bills (AB) 32 and 1493, Senate Bills (SB) 32, 97, 107, 375, 527, 1368, and 1771, and Executive Orders S-3-05 and S-14-08. **EcoTierra** will obtain existing air quality data from air quality monitoring stations within the study area utilizing California Air Resources Board (CARB) data sources for air pollutants, including ozone, carbon monoxide (CO), nitrogen dioxide (NO₂), PM₁₀, and PM_{2.5}. Lastly, we will identify greenhouse gases and their associated impacts to global climate change and thresholds of significance for the criteria pollutants and greenhouse gases.

Air Quality and Greenhouse Gas Emissions Analyses. **EcoTierra** will qualitatively discuss, evaluate and quantify (to the extent feasible based on available traffic data) regional criteria pollutant and greenhouse gas emissions associated with potential construction and operation of the proposed housing sites based on the housing element scenario the VMT data from Kimley Horn. Emissions will be estimated using the most recent CalEEMod Model (as applicable/required). The project's GHG emissions will be compared to the SCAQMD's greenhouse gas Year 2035 emissions threshold of 4.1 MTCO_{2e}/SP/year (as applicable). The project will also be compared to goals of the City's 2012 Climate Energy Action Plan (as applicable).

Odor Analysis. **EcoTierra** will provide a qualitative odor analysis from the construction and operation of housing on the proposed project sites.

Energy Analysis. We will identify the existing energy use conditions and the applicable federal, state, and local rules and regulations pertaining to Energy use. The energy analysis will provide a CalEEMod-based quantitative analysis and discussion of project-related energy use during construction and operation. **EcoTierra** will provide an analysis of the project's consistency with renewable energy and energy efficiency plans.

Biological Resources and Cultural Resources

In support of the PEIR, Kleinfelder has joined EcoTierra to provide the following scope of work for Biological Resources and Cultural Resources:

Task 1. Biological Resources Constraints Desktop Review

This task is comprised of a pre-field desktop evaluation of wildlife and plant species and habitats within the proposed Project Area and immediate surrounding areas.

A preliminary desktop review will be conducted to identify any occurrences of listed or special-status species and/or rare and endangered plants found within the City of Agoura Hills of the proposed Project Area; and will include a query of the California Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS) Inventory of Rare Threatened and Endangered Plants of California, and U.S. Fish and Wildlife Service (USFWS) Information,

Planning and Conservation (IPaC) List, Los Angeles county's Significant Ecological Areas (SEA) program.

Task 2. Biological Resources Constraints Letter Report

The results of the biological desktop review will be presented in the form of a Letter report. The report will include a description of the project, regulatory background, discussion of the sources utilized, an assessment and aerial map of known biological resource and assessment of sensitivity within the Project Area and vicinity. This will include a review of potential biological impacts that could occur within the Project Area and provide programmatic mitigation measures in accordance with CEQA. Proposed programmatic mitigation measures for potential impacts to sensitive resources will be discussed in terms of regional planning, state and federal laws and guidelines.

Task 3. Cultural Resources Record Search

Kleinfelder archaeologist will coordinate and request a cultural resource record search of the Project Area (City of Agoura Hills). The record search will be conducted through the South-Central Coastal Information Center (SCCIC), located at California State University Fullerton (CSUF) to request all previous records and reports completed within the Project Area. The cultural resources review will identify any previous archaeological and/or historic-period built environment resources reported in the area. Kleinfelder will also conduct site-specific research for the Project Area and surrounding vicinity including references on file from previous work conducted in the project vicinity. A Sacred Lands File (SLF) search with the Native American Heritage Commission (NAHC) to determine if any SLFs have been reported within the Project Area or surrounding vicinity. This task does not include CEQA Assembly Bill (AB) 52 tribal consultation, which is the responsibility of the lead state agency, as such, it is assumed that the City of Agoura Hills will conduct AB 52 consultation. Kleinfelder archaeologist have successful experience supporting municipalities with CEQA AB 52, as such, we have included an optional task below to support the City with this task, should that be requested.

The search will include a request for the detailed list and/or tables of previous sites and report completed within the Project Area, as well as a map of these locations. The request will not include pdf copies of the resources or previous reports. * Due to Covid-19, CSUF campus is currently closed, and therefore no in-person (consultant) searches are allowed. The SCCIC and SFL searches are currently estimated to take approximately between 4 to 6 weeks. In the event a detail summary of resources/reports is lacking data then additional coordination with SCCIC staff may be required. The SCCIC's fee for a record search and literature review is estimated at approximately \$6,500.00 for the 5005-acre Project Area. Should the SCCIC cost be greater due to increased number of resources/reports then a revised cost may be necessary.

Task 4. Cultural Resources Letter Report

Within approximately 10 business days after the record search data from the SCCIC is received, a Cultural Resources Constraints Letter Report will be prepared and submitted. The letter report will describe the results of the regulatory framework, background research, historic context, management, and figures. Additionally, the report will include a review of potential archaeological impacts that could occur within the Project Area, and provide programmatic mitigation measures in accordance with CEQA. Proposed programmatic mitigation measures for potential impacts to sensitive resources will be discussed in terms of regional planning, state and federal laws and guidelines. One round of comments (up to 2 hours to address) has been included to finalize the document. If additional comments and time be required a revised scope and cost may be necessary. This task includes time for technical staff, GIS, senior peer review, QA/QC, and technical editor.

Optional Task 5: Biological and Archaeological Site Visits

The following optional task includes the time and effort associated with 4 site visits (2 biological and 2 archaeological) to the Project Area. The site visits will function to spot-check the areas where biological and archaeological resources were previously identified based on the desktop analyses within the Project Area. In the event that additional site visits are necessary and/or new resources are identified the Client will be notified and a revised scope and cost will be provided.

This task assumes one biologist and one archaeologist for 8-hour field day per day for a total of 32hrs (16hrs for biologist and 16hrs for archaeologist) and costs associated with pre-field preparation, travel, and other direct costs (ex. mileage, GPS and camera).

Optional Task 6: AB 52 Tribal Notification and Consultation

This optional task includes time for senior archaeological staff to support the City of Agoura Hills in preparing and transmitting CEQA AB 52 notification letters, for use on letterhead preferred by the City. AB 52 requires that letters be sent only to those tribes that have formally requested notification, however not all tribes have completed this process. For this reason, Kleinfelder will work directly with the City to determine their preference with regards to those Tribes that Kleinfelder will prepare and send AB 52 notification letters.

The letters will include the required information as outline under AB 52. Kleinfelder will keep track of tribal responses and deadlines; support the City with assessing evidence provided with regards to tribal cultural resources; and aid with developing programmatic mitigation measure (if needed) in coordination with the City and any consulting tribes. Assumes up to 5 letters will be drafted and one Tribe will request consultation. This task assumes consultation can be completed in up to 2 conference calls (up to 2 hours) and will not require an in-person site visits or meetings. Up 12 hours has been included to provide support with this task, as needed. If additional hours are needed to conclude AB 52 consultation an augmented cost

and scope may be required. The results of this research, consultation, and coordination will be included in the Cultural Resources Letter Report (excluding confidential information).

ASSUMPTIONS

Assumptions for this Scope of Work are as follows:

Biological Resources

- The client will provide any existing environmental assessments, biological reports, and/or any other relevant information within the city limits.
- This scope and budget include one desktop review and submittal of one general biological constraints letter report summarizing results and recommendations for avoidance and minimization measures.
- This scope and budget do not include any agency coordination including city, county, state, or federal agencies. If these tasks are determined to be necessary, a revised scoped and budgeted will be required.
- No meetings or conference calls are included. If a meeting is requested, a revised scoped and budgeted will be required.
- Electronic submission of technical report only.
- One review cycle of the general biological constraints letter report is assumed.
- If more than two 8-hour field days completed by one biologist is requested, a revised scope and budget will be required.

Cultural Resources

- The client will provide any existing cultural reports and/or any other relevant information regarding the property.
- Does not include cost associated with cultural resources survey, archaeological testing, research, data recovery, analysis, laboratory processing, or curation of archaeological findings.
- This scope and budget do not include agency coordination including city, county, state, or federal agencies.
- One meeting hour is included for a Senior Archaeologists to attend a teleconference call (as-needed) with the Team/Client and discuss the Record Search Results.
- Electronic submission of technical letter report only and includes one round of edits (2hrs).

- The County/City lead agency will be responsible for formal CEQA Assembly Bill 52 Tribal Consultation with regards to identification and potential mitigation measures associated with Tribal Cultural Resources. An optional task has been included, if selected it is assumed tribal consultation efforts (letters, outreach, documentation, and development of any programmatic mitigation measures) will can be completed within 12 hours.

Geology and Soils

Construction activities resulting from the Housing Element and other land use changes could result in temporary soil erosion as well as expose new structures to geologic and seismic hazards. To confirm the site conditions and identify potential geotechnical hazards, we will review the General Plan Existing Conditions report and publicly available information regarding project site geological hazards from sources such as the US Geological Survey for geological hazards and the Natural Resources Conservation Service for soil information. Our analysis will include information related to the project area's geologic setting, including information regarding seismic hazards, liquefaction, landslides and slope instability, expansive soils, stormwater impacts, and erosion. We will include mitigation measures for any identified significant impacts.

Hydrology and Water Quality

We will describe the existing surface water, groundwater, and floodplain environment based on the General Plan Existing Conditions report and existing information. It will provide an overview of relevant federal, state, and local water resources regulations and assessment of the potential impacts of the project. The primary impacts may include temporary, short-term, construction-related effects from stormwater runoff and downstream water quality effects, impacts to land uses that may be in the flood hazard zones, hydrologic changes caused by adding impervious surfaces (e.g., streets, sidewalks, residential uses), and potential long-term effects of operations, such as fertilizer application and runoff from impervious surfaces. We will describe how potential impacts would be addressed by complying with existing flood hazard zone regulations, stormwater regulations, and best management practices, including stormwater retention and sustainability/low-impact development features.

Land Use and Planning

The project would include General Plan and zoning code amendments, including increases in density allowed on the project sites, updates to the Safety and Circulation Element, and preparation of the new Environmental Justice Element. We will describe the existing land use and development patterns in the surrounding area and the regulatory setting. We will discuss the project's potential to divide the community. We will evaluate the project's consistency with the City's General Plan policies and applicable regional and local plans. The consistency analysis will focus on determining the project's consistency with policies that were adopted for the purpose of avoiding or reducing environmental impacts. There are no adopted habitat conservation plans that apply to the sites and thus no potential conflicts. Land use compatibility with adjoining areas will also be addressed.

Noise

The project proposes General Plan Amendments and zoning changes that would increase residential development; thereby, increasing construction-related and traffic-related noise.

Background Review. **EcoTierra** will review relevant project and site background information, base graphics showing the site vicinity and proposed sites, and adjacent land uses.

Existing Noise Setting. **EcoTierra** will provide definitions for commonly used noise descriptors, identify applicable local, state and federal noise standards, identify sensitive receptors in the project area, and identify potential project generated noise sources. Noise data from the General Plan DEIR will be utilized as appropriate to establish existing noise levels.

Noise and Vibration Impact Analysis. We will provide a qualitative discussion of noise based on the noise analysis in the General Plan DEIR, considering the mitigation measures included in that document and recommending additional mitigation measures to reduce noise and vibration impacts sensitive receptors, if necessary. We will describe that all future development would require project-specific environmental evaluation to determine the noise impacts and that site-specific analysis is beyond the scope of this analysis.

This scope of work and budget does not include a quantitative noise analysis. Should the City desire a quantitative noise analysis, we will require a budget augment, an estimate of existing and proposed ADT for the project sites, and existing and proposed traffic volumes for appropriate project area streets.

Population and Housing

The project could create land use changes that result in the construction of over 200 housing units. **EcoTierra** will analyze the impacts of inducing unplanned growth and the potential for the project to displace existing housing or people.

Public Services and Recreation

The project could create land use changes that result in the construction of over 200 housing units, resulting in an increase in City residents. We will describe the existing setting for police, fire, schools, and recreation facilities. **EcoTierra** will analyze the impacts of additional residents on public services (police, fire, schools, libraries) and recreation (parks) in the City.

Transportation

Kimley Horn has joined EcoTierra to assist with a SB 743/VMT analysis in support of the General Plan Elements Update. The following tasks will be undertaken by Kimley Horn to support this project:

Task 1: Input Data Coordination And Verification

Kimley-Horn will attend a virtual kick-off meeting to discuss the model and assumptions prepared previously for the development of VMT guidelines. Kimley-Horn will coordinate with

the Client and City staff to verify planned land use and socio-economic data (SED) to be used in modeling.

Deliverables:

- One virtual kick-off meeting
- Summary of land use, network changes, and SED to be used in the modeling assessment

Kimley Horn assumes that the land uses in SCAG 2016 RTP will be used for this update, and no new model runs will be required for existing baseline 2016 and 2040 conditions.

Task 2: Model Assessment and VMT Assessment

Kimley-Horn will perform model runs for VMT analysis based on the SCAG 2016 RTP model or the 2040 General Plan Build Scenario. The model runs will generate VMT per land use (residential, retail, and office land uses) consistent with the City's Transportation Impact Analysis Guidelines. VMT will be compared to the 2016 baseline VMT values to determine any significant impacts. A second model run will be completed for a modified land use scenario to determine if a reduced level of significant impact can be achieved.

We will provide relevant Travel Demand Management (TDM) mitigation measures based upon the published measures in the City's guidelines. Because there is no standard way of evaluating those measures in the model, further analysis of the mitigation measures is not included in our scope.

As an optional task, we can identify Citywide VMT reducing projects and implement a framework for future VMT Banking and Exchange programs as an alternative to TDM mitigation measures.

Deliverables:

- 2040 General Plan Build Scenario VMT by land-use
- 2040 General Plan Modified Build Scenario VMT by land-use

Task 3: VMT Documentation

Kimley-Horn will document the methods and results of the analyses performed in Tasks 1-2 in a technical memorandum format with graphics, as deemed appropriate by Kimley-Horn. Kimley-Horn will prepare and submit an electronic (PDF) copy of the memorandum to the Client and City. Kimley-Horn will address and respond to one set of non-conflicting comments and submit a final copy of the memorandum electronically. Kimley-Horn will attend up to four (4) virtual coordination and technical meetings with the Client and City staff as needed.

Deliverables:

- Up to four virtual coordination and technical meetings

- Draft Memorandum
- Final Memorandum

OPTIONAL Task 4: LOS Assessment

Kimley-Horn will prepare a LOS Assessment for the Project based on the Traffic Analysis Methodology in the City's latest guidelines.

Subtask 4.1 – Data Collection

Kimley-Horn will collect turning-movement traffic counts at up to 10 intersections and Average Daily Traffic (ADT) counts at up to six (6) roadway segments. The traffic counts will include counts of vehicles, bicyclists, and pedestrians at the intersections for AM and PM peak periods.

To account for any traffic volume impacts as a result of COVID-19, we will request historical traffic counts from the City. If historical counts are available, we will develop a conversion factor to adjust the current (2021) counts to their typical level.

Subtask 4.2 – Trip Generation & Distribution Analysis

We will calculate the Project trip generation based on the ITE Trip Generation Manual, 10th Edition. The directional orientation of the project trips will be estimated based upon a combination of information. This includes: general traffic patterns in the study area, other recently completed traffic studies in the area, and Los Angeles County Congestion Management Program (CMP) data. Based on the trip generation and distribution, Project volumes will be calculated for the study intersections.

Subtask 4.3 – LOS Analysis

We will conduct a LOS analysis at the study intersections for existing, future no build, and future with build scenarios. The analysis will be based upon Highway Capacity Manual (HCM) methodology per City's guidelines.

Subtask 4.4 – Local Transportation Assessment Memorandum

We will prepare a Local Transportation Assessment technical memorandum documenting the study procedure, methodology, and results. Kimley-Horn will prepare and submit an electronic (PDF) copy of the memorandum to the Client and City. Kimley-Horn will address and respond to one set of non-conflicting comments and submit a final copy of the memorandum electronically.

Tribal Cultural Resources

This section will document the City's efforts with meeting the requirements of Assembly Bill 52 (AB 52) Native American consultation. We will describe the consultation process undertaken by the City and the results of the consultation with tribes that have requested consultation for

projects in the City. We assume that the City will provide information on the dates and results of consultation for inclusion in the environmental document. We assume that the City will have contact information for tribes that have requested consultation for projects in the City. SB 18, while applicable to the project, is not a CEQA requirement that is included in the PEIR.

Utilities and Service Systems

The project could create land use changes that result in the construction of over 200 housing units, resulting in an increased demand on utilities. We will incorporate additional information provided by the City's Public Works Department regarding local water availability, storm drainage, and sewer capacity. **EcoTierra** will analyze the impacts of additional residents on utilities (water, wastewater, solid waste services, energy infrastructure) in the City.

Alternatives to the Project

EcoTierra will analyze up to three alternatives to the project, including a No Project alternative and two other alternatives that reduce significant impacts of the project. The analysis of alternatives is subject to a rule of reason, as with the range of alternatives that must be discussed. Per CEQA Guidelines Section 15126.6(d), the significant adverse environmental effects of each alternative must be discussed, but in less detail than is required for the project's effects. The alternatives will be chosen for their potential to reduce the project's potentially significant impacts, while achieving most of the project objectives. The analysis of alternatives will be qualitative in nature and will not include quantified traffic, air quality, GHG, energy, or noise. The details of the specific alternatives and analysis will be determined in consultation with the City.

Other CEQA Considerations

This section will discuss environmental topics that are deemed less than significant and scoped out from detailed review. As described above, we anticipate the following topics include:

- Aesthetics
- Agriculture and Forestry Resources
- Biological Resources
- Cultural Resources
- Hazards and Hazardous Materials
- Mineral Resources

We will also address growth-inducing effects, significant irreversible effects, and significant and unavoidable impacts as required by CEQA.

Upon receiving the City's comments on the Administrative Draft Subsequent PEIR, we will discuss the City's comments and resolve any outstanding issues with City staff. This scope assumes that the City will provide a single consolidated set of comments on the Administrative Draft Subsequent PEIR. **EcoTierra** will revise the Administrative Draft Subsequent PEIR in response to City comments. We will submit a Screencheck track changes version of the Administrative Draft Subsequent PEIR clearly showing all revisions. Upon approval by the City, we will prepare and

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submit an electronic print-ready Subsequent PEIR for City approval. Once approved, we will provide the City with 3 printed copies of the EIR for City distribution and 10 CD-ROMs. **EcoTierra** typically includes all technical appendices, as well as a PDF of the document, on the CD-ROMs. All documents will be formatted so they are suitable for posting on the City's website. We will provide 3 printed copies of the PEIR Appendices. Additional printed copies of the DEIR and appendices can be provided at cost.

We will prepare a Notice of Availability (NOA) for the Draft Subsequent PEIR. We will prepare and submit the Draft Subsequent PEIR to the State Clearinghouse with the NOC to begin the 45-day public review period. We will distribute the NOA to the Los Angeles County Clerk. We assume the City will distribute the NOA and Draft Subsequent PEIR to responsible or trustee agencies, neighboring jurisdictions, and interested parties. We assume that the City will be responsible for publication of the NOA in area newspapers and distribution via certified mail to a City-provided list of recipients.

Deliverables: Administrative and Screencheck Subsequent PEIR (Microsoft Word format), printcheck Subsequent PEIR (PDF), and public review Subsequent PEIR (3 hardcopies of the Subsequent PEIR, 3 hardcopies of Appendices, 10 CD-ROMs, 1 PDF copy of the Subsequent PEIR and Appendices), NOA (PDF), NOC (PDF), PDF the Subsequent PEIR for distribution to the State Clearinghouse.

Task 2.4: Prepare Final Subsequent Programmatic EIR

At the conclusion of the public review period, we will scan each comment letter and number comments appropriately. **EcoTierra** staff will coordinate with City staff and PEIR technical staff on the approach to crafting responses to comments. If many comments share similar concerns, we may recommend master responses for those groups of comments. This scope of work assumes a moderate number of comments of moderate complexity that will require up to 45 hours of **EcoTierra** staff time. Once comments are received, we will discuss the scope and budget with the City to confirm the adequacy of the budget. We will provide the City with a copy of each comment letter with a code assigned to each comment and responses to each comment.

We will incorporate the Response to Comments into the Final Subsequent PEIR. The Final Subsequent PEIR will include a summary table identifying persons, groups, and agencies that commented; a copy of each comment letter with a code assigned to each comment; a response to each comment; and an errata section containing any text revisions. We will provide an administrative draft Final Subsequent PEIR for City review, incorporate City comments, and prepare a screencheck draft of the Final PEIR and submit it to the City for final review.

The Final Subsequent PEIR will include the Mitigation Monitoring and Reporting Program (MMRP), pursuant to Public Resources Code Section 21971.6, as a separate chapter. The MMRP will identify all mitigation measures, and identify all responsible parties for mitigation implementation, monitoring, and reporting responsibilities.

Upon approval by the City, we will prepare a Final Subsequent PEIR for distribution prior to project hearings. We will submit the Final Subsequent PEIR to the State Clearinghouse for distribution to state agencies. We assume the City will distribute the Final Subsequent PEIR to responsible or trustee agencies, neighboring jurisdictions, and interested parties that have commented on the Draft Subsequent PEIR. Upon certification of the Final Subsequent PEIR, we will prepare a Notice of Determination (NOD) for the project. Upon EIR certification, we assume that the City will file the NOD with the Los Angeles County Clerk. Therefore, the budget does not include the required California Department of Fish and Wildlife fee or any other additional fees required at that time.

Deliverables: Administrative and Screencheck Final Subsequent PEIR (Microsoft Word format), printcheck Final PEIR (PDF), and public review Final Subsequent PEIR and MMRP (3 hardcopies, 10 CDs), and NOD (PDF), PDF of the Final Subsequent PEIR for distribution to the State Clearinghouse.

Task 2.5: Public Hearings and Communications

EcoTierra will attend up to two (2) public hearings for the Planning Commission and City Council as part of the Subsequent PEIR adoption/approval process. Additional hearings can be attended for a cost of \$1,200.

EcoTierra will participate in periodic project coordination meetings throughout the duration of the Subsequent Programmatic EIR preparation process. This scope includes up to 13 hours of additional meetings (kick-off meeting, monthly progress calls, and other conference calls as needed) with City staff. Additional meetings can be attended on a time and materials basis.

Budget

EcoTierra can complete the proposed scope of work for **\$200,788**. If the City desires the optional tasks from Kleinfelder, Biological and Cultural Resources (limited) Site Visits and AB 52 Tribal Notification and Consultation assistance, and Kimley Horn, LOS Assessment, the total cost with optional tasks would be **\$231,266**. Table 1 shows a detailed estimate of our estimated labor.

We were asked to estimate costs between now and July 1st (end of Agoura Hills Fiscal Budget). Out of the total of 230,906, we anticipate approximately 213,486 would be required between now and July 1st with the remainder approximately \$17,780 be required/spent prior to July 1st. This would represent a worst case scenario. However, this is rough estimate and the amount required might result in less money spent prior to July 1st out of the total with the remainder spent after July 1st.

Schedule

We will follow the lead of the Housing Element Update in terms of schedule. However, once we have authorization to proceed, we will begin updating the Safety Element and Environmental Justice as they're not dependent upon the results of the Housing Element Update. The PEIR Initial Study also will proceed. Once the opportunity sites have been identified, the Land Use Element Update will proceed. Once the Initial Study has been completed, and the opportunity sites have been identified, the Notice of Preparation will then be published for a 30-day circulation period.

Ms. Denice Thomas
City of Agoura Hills
March 6, 2021
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Once we have authorization to proceed, we will provide a detailed schedule in consultation with Karen Warner (Housing Element Update consultant) and City staff.

If you have any questions, please don't hesitate to call me at (805) 907-2342 (my cell phone which is the best during Covid-19). You can also reach me and leave a message on my work line, (818) 356-9496.

Sincerely,

A handwritten signature in cursive script that reads "Curtis Zacuto".

Curtis Zacuto, Principal
EcoTierra Consulting, Inc.
(818) 356-9496
curtis@ecotierraconsulting.com

EXHIBIT B

PAYMENT AND RATES SCHEDULE

RATE SCHEDULE Agoura Hills General Plan Elements Update and EIR April 2021

| FEE SCHEDULE 2021 | |
|--|---------------------|
| Staff: | Hourly Rates |
| Principal | \$190.00/hour |
| Project Manager | \$170.00/hour |
| Senior Environmental Planner | \$150.00/hour |
| Air Quality/Noise Specialist | \$150.00/hour |
| Environmental Planner | \$140.00/hour |
| Assistant Planner | \$130.00/hour |
| Graphics | \$90.00/hour |
| Word Processing | \$90.00/hour |
| Administrative Assistance | \$80.00/hour |
| Direct Expenses | |
| Direct expenses, including but not limited to those items presented below, will be reimbursable upon provision of proper documentation: | |
| <ul style="list-style-type: none">▪ Purchase of project materials▪ Reproduction, printing and photographic costs▪ Postage, messenger and overnight mailing▪ Other miscellaneous costs directly related to the project | |