

REPORT TO REDEVELOPMENT AGENCY

DATE: APRIL 22, 2009

TO: HONORABLE CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

FROM: GREG RAMIREZ, EXECUTIVE DIRECTOR *GR*

BY: MIKE KAMINO, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT *MK*

SUBJECT: APPROVAL OF AGREEMENT WITH WALKER PARKING CONSULTANTS TO PREPARE A PARKING MASTER PLAN FOR THE AGOURA VILLAGE SPECIFIC PLAN AREA

The purpose of this item is to seek Redevelopment Agency approval for the City to enter into a Professional Services Agreement with Walker Parking Consultants (Walker) to prepare a Parking Master Plan for the Agoura Village Specific Plan (AVSP) area.

Staff is requesting that the Redevelopment Agency approve a contract with Walker for a not-to-exceed fee of \$57,000. The term of the agreement is from April 22, 2009 to April 10, 2010, covering two budget cycles. The scope of services will be initiated during this fiscal year and concluded in the next fiscal year. Sufficient funds exist in this fiscal year's budget, and funds have been allocated for next fiscal year to cover the remaining costs. The money is to be allocated from the Redevelopment Agency.

The concept of shared parking is a key component of the AVSP. The AVSP, approved by the City Council in October 2008, identifies the preparation of a comprehensive parking management and facility study as a capital projects recommendation, the purpose being to outline methods to effectively use all parking within Agoura Village and consider as necessary the construction of new public parking facilities. As part of the agreement, Walker will develop a framework for a shared parking system, a holistic approach to parking to ensure the short term, mid term, and long term success of Agoura Village. Specifically, Walker would conduct the following:

- Assess existing parking demand in the AVSP area.
- Prepare shared parking analysis for the entire AVSP area.
- Prepare Parking Master Plan – (Identify off-street public parking locations for City purchase or lease; identify how new parking supply may be phased; develop policy regarding on street parking management; develop off-street parking policy regarding shared use and joint use parking).

- Develop a menu of options for developers who may not meet on-site shared or unshared parking requirements (e.g., management techniques to increase on-site yield, reciprocal parking agreements, etc.).
- Advise the City regarding financing mechanisms for public parking supply.
- Explore options for development of parking districts.
- Prepare handout for developers/applicants on shared parking analysis.

The products that result from Walker's work will provide a set of proactive tools for the City to use in managing on-street parking, exploring options for public parking development, and assessing requests for shared parking. It will also provide clearer guidance for individual project preparation of parking studies.

Walker Parking Consultants is a national firm specializing in parking analysis and facilities, with a local office in Los Angeles. Walker currently provides peer review services for the City for shared parking studies completed for projects in Agoura Village. Therefore, City staff is confident that the company will provide quality services with the proposed agreement.

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

RECOMMENDATION

Staff recommends the Redevelopment Agency approve the attached Professional Services Agreement with Walker Parking Consultants in the not-to-exceed amount of \$57,000.

Attachment:

Agreement (with Exhibits A and B)

AGREEMENT FOR CONSULTANT SERVICES
WITH THE AGOURA HILLS REDEVELOPMENT AGENCY

NAME OF CONSULTANT:	Walker Parking Consultants
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Daniel Johns
CONSULTANT'S ADDRESS:	601 S. Olive Street, Suite 1100 Los Angeles, CA 90014
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: Executive Director
COMMENCEMENT DATE:	April 23, 2009
TERMINATION DATE:	April 9, 2010
CONSIDERATION:	Contract Price Not to Exceed: \$57,000/yr

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE
AGOURA HILLS REDEVELOPMENT AGENCY AND WALKER
PARKING CONSULTANTS**

THIS AGREEMENT is made and effective as of _____, between the Agoura Hills Redevelopment Agency, a municipal corporation ("Agency") and Walker Parking Consultants ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on _____, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 9, 2010, 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.** Consultant shall at all time faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PREVAILING WAGES.** Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office of the City of Agoura Hills. Consultant shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$25.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of the Contract.

5. **PAYMENT**

A. The Agency 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 \$57,000 ("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 Agency Executive Director. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the Agency and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

C. Consultant will 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.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The Agency 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 Agency 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 Agency 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 Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

7. 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 Executive Director or his or her 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 (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 Agency 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.

8. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Agency 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 Agency or its designees at reasonable times to such books and records, shall give Agency the right to examine and audit said books and records, shall permit Agency to make transcripts there from 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 Agency and may be used, reused or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the Agency, upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. **INDEMNIFICATION** The Consultant agrees to defend, indemnify, protect and hold harmless the Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the Agency, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the Agency.

10. **INSURANCE REQUIREMENTS**. Consultant shall procure and maintain for the duration of the contract 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.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 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.

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

1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. 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: \$2,000,000 per accident for bodily injury and property damage.

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.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director. At the option of the Executive Director, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, 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 Agency, its officers, officials, employees and volunteers are to be covered as insured's as respects: 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 Agency, 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 Agency, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the Agency, 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 Agency, 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 by certified mail, return receipt requested, has been given to the Agency.

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 Agency. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Consultant shall furnish the Agency with original endorsements 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 provided by the Agency. All endorsements are to be received and approved by the Agency before work commences. As an alternative to the Agency's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

11. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the Agency a wholly independent contractor. 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 Agency 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 Agency. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against Agency, or bind Agency 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, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

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 Agency, 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 Agency's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the Executive Director 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 Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

B. Consultant shall promptly notify Agency should Consultant, its officers, employees, agents or subcontractors 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 Agency. Agency 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 Agency and to provide Agency with the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency 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: Walker Parking Consultants
606 S. Olive Street, Suite 1100
Los Angeles, CA 90014
Attention: Daniel Johns

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 Agency. 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 Agency 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 Agency 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 Agoura Hills Redevelopment Agency. 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 or Agency shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the Agency that no officer or employee of the City of Agoura Hills or Agency has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-contractors 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. **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.

20. **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, CMC
Agency Clerk

APPROVED AS TO FORM:

Craig A. Steele,
Agency Attorney

CONSULTANT

Walker Parking Consultants
606 S. Olive Street, Suite 1100
Los Angeles, CA 90014
Tel. (213) 488-4911
FAX (213) 488-4983

By: _____

Name:

Title:

Daniel R. Johns
Daniel R. Johns
Vice President

By: _____

Name:

Title:

D. C. Schenker
D. C. SCHENKER
CFO

[Signatures of Two Corporate Officers Required]

Attachment A



WALKER
PARKING CONSULTANTS

606 S. Olive Street, Suite 1100
Los Angeles, CA 90014

Voice: 213.488.4911
Fax: 213.488.4983
www.walkerparking.com

March 19, 2009

Allison Cook
Principal Planner
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

Re: *Draft Proposal for Parking Master Plan Consulting Services*
Agoura Village Specific Plan
Agoura Hills, CA

Dear Allison,

Walker Parking Consultants (Walker) is pleased to submit for your review our draft proposal to provide parking consulting services for the development of a shared parking program that will advance the larger goals of the Agoura Village Specific Plan (AVSP) area.

PROJECT UNDERSTANDING

The City of Agoura Hills has historically been planned based on single land use developments. Each site has been responsible for providing parking on-site based on municipal minimum parking requirements. Through the work of the Planning Department and outside consultants, the City has developed the Agoura Village Specific Plan ("AVSP"). Both Planning Commission and City Council have approved the AVSP, which lays out a 135-acre area within Agoura Hills.

The vision behind the AVSP is that it will foster a sense of place, cohesion and density that is currently not found in this area of Agoura Hills while implementing forward-thinking planning through a more flexible set of regulations and guidelines. It establishes appropriate land uses, urban design concepts, and architectural design guidelines, and sets into place regulations to implement the vision.

Although the AVSP touches on the issue of parking within the area and encourages a shared parking system and "park once" philosophy to encourage increased pedestrian behavior, there is a holistic approach to parking that must be further expanded to ensure that projects and developments are not negatively impacted by creating localized parking shortfalls. Walker has been asked to prepare a scope of services for a Parking Master Plan for the AVSP area.

We note that the amount of work associated with developing a shared parking system for a largely as yet undeveloped mixed use commercial district is significant and detailed. The first step, however, is setting up a general framework for addressing the issue and making general



recommendations. With the scope of services laid out below we aim to set up this framework and then make recommendations as to how to make it successful.

SCOPE OF SERVICES

TASK A: POLICY DEVELOPMENT

1. Meet with City staff to confirm the goals and priorities of the project (project kick-off meeting). Attendees should include participants from relevant departments throughout City government potentially including staff from planning, finance, transportation, public works, and other departments related to the planning, implementation and operation of parking in the Agoura Village Specific Plan Area (AVSP). At a minimum, the meeting should include:
 - a. A general vision provided by City staff for build out of the AVSP area and a discussion of how development in the area is likely to occur and likely phasing scenarios.
 - b. A discussion of the following key issues that will likely come up during the planning process:
 - i. Appropriate walking distances and pedestrian zones;
 - i. Parking management policies and best practices;
 - ii. Parking planning for different user groups;
 - iii. On-street parking best practices;
 - iv. Shared public off-street parking;
 - v. Financing of shared public parking spaces;
 - vi. Shared private parking and related policies and agreements;
 - vii. Code requirements, covenants and codification of parking management and transportation demand management measures.
2. Obtain from City staff:
 - a. A detailed map of the AVSP area;
 - b. A proposed street and block layout for the AVSP area,
 - c. A list of parcels and owners,
 - d. A list of existing developments,
 - e. A list of proposed developments with contact information and best program data available.
3. Identify existing parking demand within the AVSP area by performing parking occupancy counts on one weekday and one weekend day. Counts will occur hourly from 9AM until



- 9PM. Occupancy counts will aid in calibrating a shared parking model for the AVSP area.
4. Prepare a shared parking analysis for the entire AVSP area based on EIR conditions.
 5. Prepare a hybrid shared parking analysis for the entire AVSP area based on EIR conditions and modified for existing development and known proposed new development.
 6. Given the provisional development plans of the AVSP area, create a Draft Parking Master Plan. The Plan is intended to be a framework for providing effective shared parking to meet the goals of the Specific Plan. The Draft Parking Master Plan will contain a broad course of action and:
 - a. Follow the priorities outlined in the kick-off meeting;
 - b. Incorporate Walker best practices in the area of municipal and mixed-use parking planning as well as elements of the findings resulting from research and AVSP area occupancy counts;
 - c. Make recommendations in terms of the best course of action for the City in providing public parking and the overall roles of the private sector;
 - d. Identify off-street public (shared) parking locations for City purchase or lease and:
 - i. Discuss whether site would be temporary or long-term;
 - ii. Discuss yield for surface parking;
 - iii. Discuss yield for structured parking at select sites;
 - iv. Provide conceptual estimate of probable cost of improvement for each site in current year dollars (land cost not included).
 - e. Discuss how new parking supply may be phased as much as possible to serve new development as it comes on line;
 - f. Develop a flow chart or other "if then" process in order to provide the appropriate flexibility to accommodate phased development;
 - g. Develop policy regarding on-street parking management (e.g., time and user parking restrictions, max. % on street parking allocated to private development, paid parking, etc);
 - h. Further develop off-street parking policies regarding shared parking and joint-use parking (e.g. develop formulas to provide a reduction range based on uses, attendant parking, valet parking, way finding, etc.);
 - i. Identify triggers for use of possible options to provide off-site parking or parking management if striped spaces on-site cannot meet shared parking requirement.
 7. Meet with City staff to discuss the Draft Parking Master Plan and recommendations for providing parking in the AVSP area.
 8. Incorporate one consolidated set of comments from City staff in order to finalize a Parking Master Plan to create a comprehensive shared parking program in the district.



9. Meet with City staff for up to two (2) additional meetings, and two (2) additional conference calls in order to make adjustments to the Parking Master Plan and provide assistance with the Plan's initial implementation.

TASK B: MENU OF OPTIONS

1. Develop a menu of options for developers who may not meet on-site shared or unshared parking requirements.
 - a. Parking management techniques to increase on-site yield.
 - b. Joint parking and/or reciprocal parking agreements with nearby sites for cross-use of parking supply for employee or valet parking.
 - c. Use of public parking to meet site-required parking (based on availability of space and appropriate fees).
 - d. TDM initiatives/policies to reduce employee parking demand.
2. Advise the City regarding financing mechanisms for City-provided public parking supply (in lieu fee payment, on-street meters, parking permits, etc.).
3. Discuss development of parking districts or similar mechanisms to aid in administration, and offsetting operating costs for public supply;
4. Prepare a handout for applicants on which standards to use such as ULI provided base ratios (85th percentile) and brief definition of possible reductions, and ranges for those reductions.

SCHEDULE

Walker is prepared to begin the work outlined in the Scope of Services above as soon as the City indicates we can move forward. Task A and Task B will be performed simultaneously. We anticipate setting up a meeting with City staff and document review will take roughly one week. Parking occupancy counts will be performed within the following 2 weeks. We anticipate a Draft Parking Plan would be delivered four weeks after occupancy counts are performed. Total time until a draft would be delivered = 7 weeks.

The timeline thereafter is highly dependent upon comments received from the City and the number of actual meetings and revisions that the document will go through to reach a final. We acknowledge that this is an important document for the AVSP area and therefore will necessarily require refinement through an iterative process.

PROFESSIONAL FEE

Walker proposes to provide the scope of services as described above for a lump sum fee of Fifty-seven Thousand Dollars (\$57,000), which includes customary reimbursable expenses. This fee



WALKER
PARKING CONSULTANTS

Ms. Allison Cook
Proposal for Parking Consulting Services
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includes a draft Parking Master Plan and Applicant Handout (delivered electronically) and final Parking Master Plan and Applicant Handout (5 printed copies of each), up to four (4) face-to-face meetings, and up to two (2) conference calls to further refine the document or discuss implementation. Calls required to fulfill the scope of work through the final reports are covered by that scope of work and will not incur additional cost.

Walker agrees to invoice no more than 50% of the total lump sum fee through June 30, 2009, and supply our draft documents by that date. The July 31, 2009 invoice will correct for any work performed through that date but not invoiced due to our agreement to invoice only up to 50% through June 30, 2009. Monthly invoices thereafter will be based on percent completion.

Sincerely,

WALKER PARKING CONSULTANTS

Ezra Kramer
Parking Consultant

Steffen Tuross
Parking Consultant

EDK:edk

Enclosure: *General Conditions of Agreement for Consulting Services
Standard Billing Rates – 2008 for Consulting Services*

cc: Dan Johns, John Dorsett, Mike Kamino

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign both originals in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

CITY OF AGOURA HILLS

Accepted by: _____

Title: _____

Date: _____

Attachment B

STANDARD BILLING RATES - 2009

FOR CONSULTING SERVICES



WALKER
PARKING CONSULTANTS

PRINCIPALS

Senior Principal.....	\$340.00
Principal.....	\$290.00

PROJECT MANAGEMENT

Senior Project Manager.....	\$255.00
Project Manager.....	\$225.00
Assistant Project Manager.....	\$185.00

PARKING CONSULTANTS

Senior Parking Consultant.....	\$255.00
Parking Consultant.....	\$225.00
Parking Analyst / Planner.....	\$185.00

DESIGN

Senior Engineer / Senior Architect.....	\$235.00
Engineer / Architect.....	\$165.00
Designer.....	\$155.00

TECHNICAL

Senior Technician.....	\$135.00
Technician.....	\$120.00
Field Auditor.....	\$ 85.00

SUPPORT

Senior Admin Assistant / Business Mgr.....	\$ 90.00
Administrative Assistant.....	\$ 70.00



The following is a list of all of Walker Parking Consultants / Engineers internal cost pricing.

Description	OIC Code	Cost	Unit
Copies	COPYxx	\$ 0.10	Sheet
Color Copies 8.5x11	COLRxx	\$ 1.00	Sheet
Color Copies / Plots 11x17	CP11xx	\$ 2.00	Sheet
Facsimiles	FAXxx	\$ 1.00	Sheet
Fleet Mileage	FLTxx	\$ 0.585	Mile
Paper Prints / Plots	PP00xx	\$ 0.25	Sq Ft
Color Paper Prints / Plots	CP11xx	\$ 3.00	Sq Ft
Paper Prints / Plots 11x17	PP11xx	\$ 0.25	Sheet
Blueline / Paper Prints / Plots 24x36	BL24xx	\$ 1.50	Sheet
Blueline / Paper Prints / Plots 30x42	BL30xx	\$ 2.19	Sheet
Blueline / Paper Prints / Plots 36x48	BL36xx	\$ 3.00	Sheet
Sepia / Vellum Prints / Plots 24x36	SV24xx	\$ 4.20	Sheet
Sepia / Vellum Prints / Plots 30x42	SV30xx	\$ 6.13	Sheet
Sepia / Vellum Prints / Plots 36x48	SV36xx	\$ 8.40	Sheet
Mylar Prints / Plots 24x36	MY24xx	\$ 12.00	Sheet
Mylar Prints / Plots 30x42	MY30xx	\$ 17.50	Sheet
Mylar Prints / Plots 36x48	MY36xx	\$ 24.00	Sheet
Film	FILMxx	\$ 3.50	Roll
Digital Camera Usage	JE	\$ 20.00	Day
Equipment Usage	JE	Varies	Day
Postage	JE	Actual	
Telephone	Voucher	Actual	