

## REPORT TO CITY COUNCIL

**DATE:** AUGUST 26, 2009

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER

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

**SUBJECT:** APPROVAL OF AGREEMENT WITH RINCON CONSULTANTS, INC., FOR ENVIRONMENTAL REVIEW SERVICES FOR THE CONRAD N. HILTON FOUNDATION HEADQUARTERS PROJECT

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The purpose of this item is to seek City Council approval for the City to enter into a Professional Services Agreement with Rincon Consultants, Inc., (Rincon) to provide environmental review and analysis services, per the California Environmental Quality Act (CEQA), to the City for the proposed Conrad N. Hilton Foundation Headquarters project at 30440 and 30500 Agoura Road (Case No. 09-CUP-001).

The work to be performed by Rincon includes review of the environmental technical studies provided by the applicant, and preparation of a detailed Initial Study. It is likely that an Environmental Impact Report would be required for this project under CEQA. In that case, Rincon would complete that document as well, per this agreement.

The work to be performed would be on a time and materials basis, with funds being drawn from the project applicant's trust account. The agreement amount is for \$81,034.

City staff has been pleased with the work performed by Rincon on other similar projects, and is confident that Rincon will continue to provide high quality services to the City.

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

### RECOMMENDATION

Staff recommends the City Council approve the attached Consultant Services Agreement with Rincon Consultants, Inc., for a fee of \$81,034.

Attachment: Agreement

AGREEMENT FOR CONSULTING SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Rincon Consultants, Inc.  
RESPONSIBLE PRINCIPAL OF CONSULTANT: Joe Power  
CONSULTANT'S ADDRESS: 790 East Santa Clara Street  
Ventura, CA 93001  
CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attention: City Manager  
COMMENCEMENT DATE: August 26, 2009  
TERMINATION DATE: August 26, 2010  
CONSIDERATION: Not to exceed \$81,034.00

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

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

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

1. **TERM.** This Agreement shall commence on August 26, 2009, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 26, 2010, unless sooner terminated pursuant to the provisions of this Agreement.

If this Agreement is extended beyond the original Term, contract price shall be adjusted at the beginning of each calendar year in accordance with the changes in the Consumer Price Index for all Urban Consumers in the Los Angeles-Anaheim-Riverside Area published monthly by the United States Bureau of Labor Statistics (CPI).

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. **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 \$81,034.00 ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the

manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant 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.

## **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 4.

## **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 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 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 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 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.** The Consultant agrees to defend, indemnify, protect and hold harmless the City, 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 City, 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 City.

**9. 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.

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. 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.

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

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

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

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

1) The City, its officers, officials, employees and volunteers are to be covered 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 by certified mail, return receipt requested, has been given to the City.

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

F. Verification of Coverage. Consultant shall furnish the City with original endorsements 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 City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City'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.

#### **10. INDEPENDENT CONTRACTOR**

A. Consultant is and shall at all times remain as to the City 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 City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

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

**12. RELEASE OF INFORMATION**

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, 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 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 City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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

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

To Consultant: Rincon Consultants, Inc.  
790 East Santa Clara Street  
Ventura, CA 93001  
Attention: Joe Power



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

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

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

17. **PROHIBITED INTEREST.** No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors 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-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.

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

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

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

**CITY OF AGOURA HILLS**

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Denis Weber  
Mayor

ATTEST:

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Kimberly M. Rodrigues, MMC  
City Clerk

APPROVED AS TO FORM:

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Craig A. Steele,  
City Attorney

**CONSULTANT**

Rincon Consultants, Inc.  
790 East Santa Clara Street  
Ventura, CA 93001  
Attention: Joe Power  
Phone: (805) 641-1000  
Fax: (805) 641-1072

By:

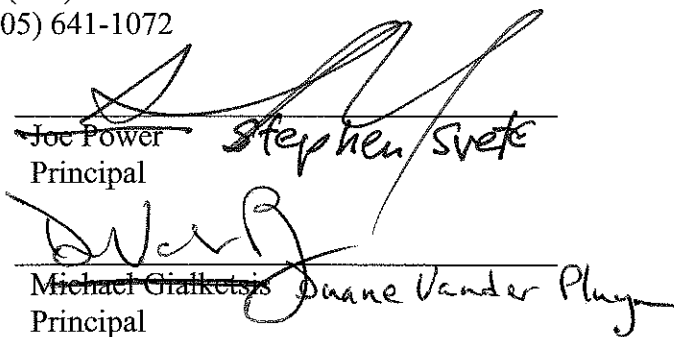
Name: ~~Joe Power~~

Title: Principal

By:

Name: ~~Michael Giaketsis~~

Title: Principal



Handwritten signatures of Stephen Svete and Duane Vander Pluygen are present over the printed names and titles of Joe Power and Michael Giaketsis. The signature of Stephen Svete is written over the name and title of Joe Power, and the signature of Duane Vander Pluygen is written over the name and title of Michael Giaketsis.

**[Signatures of Two Corporate Officers Required]**

## **EXHIBIT A**

### **TASKS TO BE PERFORMED**

The specific elements (scope of work) of this service are included in the attached proposal from Rincon Consultants dated May 1, 2009.



**Rincon Consultants, Inc.**

790 East Santa Clara Street  
Ventura, California 93001

805 641 1000

FAX 641 1072

info@rinconconsultants.com  
www.rinconconsultants.com

May 1, 2009  
Job No. 09-64370

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

**Subject: Proposal to Prepare Conrad N. Hilton Foundation Headquarters EIR**

Dear Mr. Hooper:

Rincon Consultants, Inc. is pleased to submit this proposal to prepare an Environmental Impact Report (EIR) for the above-referenced project. The 66.6-acre project site is located on two vacant parcels within the Ladyface Mountain Specific Plan area, at 30400 and 30500 Agoura Road. The applicant's proposal involves 90,300 square feet of professional office buildings to be developed in three phases through a development agreement. Requested entitlements include:

- *Development Agreement*
- *Conditional Use Permit*
- *Tentative Parcel Map*
- *Oak Tree Permit*
- *Possible Variance for parking and required yards*

The first phase of the development involves one of four proposed buildings and the applicant is only contemplating construction of the first phase at this time. Nevertheless, the EIR will consider all three phases of construction. Depending upon what changes in environmental conditions occur by the time the second and third phases of construction are contemplated, the EIR may need to be augmented at that time with additional documentation that reflects changed conditions.

This proposal describes: (1) Rincon's proposed work program and approach to the assignment; (2) our proposed schedule and cost; and (3) key Rincon personnel assigned to the project. References and company qualifications can be provided on request.

**Work Program/ Approach**

The objective of the work scope outlined below is to produce an EIR that meets State and City of Agoura Hills California Environmental Quality Act (CEQA) requirements. To the maximum degree feasible, we will rely on applicant-prepared technical studies in the



development of the CEQA documentation. As appropriate, these studies will be augmented with additional research and analysis by Rincon staff.

1. **Kickoff Meeting.** Rincon's principal in charge and/or project manager will attend a kickoff meeting with City staff and, if desired, the applicant. The purpose of the meeting will be to obtain necessary materials for the document preparation and confirm project goals and schedule, and communication protocol.
2. **Initial Study/Notice of Preparation.** Rincon will prepare an Initial Study to accompany the Notice of Preparation of a Draft EIR. The Initial Study will analyze all of the issues on the City's environmental checklist to identify which issues warrant further study in the EIR. As appropriate, information from the March 2009 applicant-prepared technical background report will be incorporated. Based on our review of this and other studies prepared for the project, we anticipate that five issues warrant discussion in the EIR (see below). Upon City approval of the Initial Study, it will be circulated along with the Notice of Preparation (NOP) of a Draft EIR. The City will be responsible for circulation of the NOP. As an option to circulating the Initial Study with the NOP, the City may simply circulate an NOP and include the Initial Study in an appendix to the Draft EIR.
3. **EIR Scoping Meeting.** Rincon will attend an EIR scoping meeting during the 30-day NOP comment period. The purpose of the meeting will be to obtain community input on the technical scope of the EIR. Rincon will make a brief presentation on the project, CEQA process, and proposed EIR scope, then record public comments received. We will provide all necessary presentation and handout materials, but assume that the City will be responsible for arranging for a meeting venue and any required meeting noticing.
4. **Administrative Draft EIR.** The Administrative Draft EIR will include a detailed project description, introduction and environmental setting sections, an executive summary, analysis of five environmental issue areas (see "Technical Approach to EIR Issues" below), a discussion of up to four alternatives (including the "no project" alternative), and other sections required by CEQA. Information from the applicant-prepared technical background report will be incorporated as appropriate.
5. **Draft EIR.** The Draft EIR will incorporate all relevant City staff comments on the Administrative Draft EIR. This document will be circulated for public comment for a period of 45 days, as required by CEQA. The City will be responsible for circulation of the document and noticing of its availability, though Rincon staff will be available to assist with these steps.
6. **Final EIR.** The Final EIR will include all comment letters received during the public review period, responses to all comments received on the Draft EIR, and

any necessary text changes. The Final EIR will also include a mitigation monitoring and reporting program in accordance with City requirements. Rincon will deliver a .PDF version of the document to the City for its website posting. The Mitigation Monitoring and Reporting Program will be provided in a format designed for use by planners or code enforcement officers. Essentially, this plan will take the form of a detailed table. The table will compile all of the mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure.

7. **Public Hearings.** Rincon's Principal-in-Charge or Project Manager will attend up to three hearings on the project and EIR before the Planning Commission and/or City Council.

It is anticipated that the following issues could have significant effects and will be addressed in the EIR.

- *Aesthetics*
- *Biological Resources*
- *Cultural Resources*
- *Geology and Soils*
- *Hydrology and Water Quality*

The following describes our general approach to the environmental issues that we anticipate studying in the EIR. We assume that EIR-level analysis of the other issues on the City's Initial Study checklist will not be warranted.

**Aesthetics.** The proposed project would alter views from portions of Agoura Road, a local scenic route. This section will describe the change in the site's visual character, particularly with respect to this local roadway. The analysis will be augmented with photosimulations that will be prepared by RRM Design Group. As necessary, mitigation will be identified for identified significant visual effects.

The aesthetic analysis will be augmented with photosimulations to be prepared by RRM Design Group. These photosimulations will show a graphical representation of preconstruction and post-construction project conditions from two vantage points. This will help illustrate the project from two key locations predetermined by the client. Visual simulations will show the development of each phase of the project, resulting in a total of six exhibits.

The basis of the visual study will be gathering pertinent electronic 3-dimensional data for the key site elements into a cohesive computer model. RRM will require the following electronic data for completion of this task:

- *Existing topography (1-foot contour resolution)*
- *Proposed grading (AutoCAD format)*

- *Elevations and floor plans for all proposed built elements*
- *Landscaping plan*
- *Site plan/hardscape plan (AutoCAD format)*
- *Color and material boards for built structures*

The modeled elements will be illustrated with photorealistic textures based upon predetermined building materials. RRM will then take photographs of the existing conditions of the site. These photograph locations will be predetermined by the client and are assumed to support ground plane perspective views (as opposed to bird's-eye or aerial views). Together with the modeling created, the photographs will be used to compile photorealistic view(s) of the proposed design.

**Biological Resources.** The proposed project would affect a special status plant species (*Navarretia ojaiensis*), oak trees, riparian habitat, and habitat for sensitive wildlife species. The biological resources section will address each of these issues, verifying and incorporating information from the applicant-prepared technical background report as appropriate. Conceptual mitigation from the technical background report will be augmented to meet CEQA standards for mitigation.

**Cultural Resources.** Significant cultural resources have not been identified onsite. Nevertheless, the site is in an archaeologically sensitive area. The analysis of this issue will incorporate the findings of the applicant-prepared technical background report and the January 2008 McKenna cultural resources investigation. As appropriate, mitigation for potential impacts will be included and augmented.

**Geology and Soils.** The project site is subject to various geologic hazards, including ground shaking, landsliding, and erosion. This section will address these issues, incorporating information from the applicant-prepared technical background report and October 2008 GeoSoils, Inc. geotechnical review of the project as appropriate. Mitigation will be provided for identified significant effects.

**Hydrology and Water Quality.** This section will address both water quality and changes in hydrological conditions, incorporating information from the applicant-prepared technical background report and February 2009 Stantec Consulting hydrology study of the project as appropriate. Mitigation will be provided for identified significant effects.

**Alternatives.** The EIR will examine up to four alternatives to the proposed project. Alternatives will be developed once the preliminary project analysis is completed in order to ensure that the selected alternatives would reduce or eliminate identified significant effects of the project. The alternatives analysis will be in less detail than the project analysis, but will provide sufficient detail to enable decision makers to understand the magnitude of impacts and mitigation requirements for each alternative.

**Other CEQA Discussions.** The EIR will include analyses of growth-inducing impacts and greenhouse gases (GHG)/global climate change (GCC). As required by the CEQA Guidelines, the growth-inducing impacts discussion will consider population and economic growth as well as the potential for the project to remove obstacles to growth. The GHG/GCC discussion will: (1) discuss the nature and background of the GCC as well as regulatory efforts to limit GHG emissions; (2) quantify GHG emissions; and (3) compare these emissions to the statewide GHG inventory. The discussion will consider recent documents providing guidance on CEQA analysis prepared by the California Association of Air Pollution Control Officers (CAPCOA), the Governor's Office of Planning and Research (OPR) and the California EPA's Climate Action Team (CAT). Thresholds will be established based on recent City CEQA documents and the emissions and project characteristics will be compared to these thresholds to determine whether or not the project would make a cumulatively considerable contribution to cumulative GHG/GCC impacts.

### Schedule

The following outlines our schedule for the completion of the EIR work program.

- **Initial Study/NOP.** A draft Initial Study/NOP will be submitted within two weeks of notice to proceed/project kickoff. Once approved, Rincon will submit 20 bound copies of the Initial Study/NOP.
- **Administrative Draft EIR.** The Administrative Draft EIR will be submitted within six weeks of authorization to proceed/project kickoff.
- **Revised Administrative Draft EIR.** If necessary, a Second Administrative Draft EIR will be submitted within two weeks of receipt of City comments on the Administrative Draft EIR.
- **Draft EIR.** Rincon will submit 20 bound copies and 1 unbound camera-ready copy of the Draft EIR within one week of receipt of City comments on the Revised Administrative Draft EIR. Rincon will also provide 30 electronic copies in PDF format on disk. Rincon will transmit one copy to the City for posting on the City's website and 15 copies to the State Clearinghouse.
- **Responses to Comments on the Draft EIR.** Rincon will submit draft responses to comments on the Draft EIR within two weeks of receipt of all comments.
- **Final EIR.** Rincon will submit 20 bound copies and 1 camera-ready copy of the Final EIR in the form of a single document that includes the Final EIR text, Responses to Comments, and a Mitigation Monitoring and Reporting Program. The Final EIR will be submitted within one week of receipt of all City comments on the draft responses to comments. A copy of the entire final document will also be provided on computer disk.



### Costs

The services outlined above, excluding the optional Sunday midday traffic analysis, will be provided for a lump sum fee of \$81,034. A detailed breakdown of costs by task is shown in the attached spreadsheet. Also attached is a copy of our standard fee schedule for your reference.

Our cost estimate assumes that digital versions of text and graphics from the applicant-prepared technical background report will be available for our use. It also assumes 28 hours of professional staff time to respond to comments on the Draft EIR. While we believe that this is a reasonable estimate of the time needed for that task, we reserve the right to renegotiate the fee for that task if the City receives a higher than expected number of comment letters. If additional meetings/hearings are requested, they will be billed on a time and materials basis.


### Key Rincon Personnel


**Joe Power, AICP**, Principal and Manager of Rincon's Planning Services Group, will serve as principal in charge of the project. Joe has more than 18 years of experience managing projects in accordance with California General Plan, Specific Plan, and CEQA law. **Cori Thomas** will serve as project manager. Cori has more than seven years of experience and has managed EIRs on projects ranging from commercial developments to infrastructure improvements to residential subdivisions. **Duane Vander Pluym, D.ESE**, will provide technical oversight of the biology and hydrology analyses. A Doctor of Environmental Science and Engineering, Duane has more than 25 years of experience and is well versed in a range of technical issues.



Thank you for your consideration of Rincon Consultants for this project. Our proposed scope of work is fully negotiable to meet the City's needs. We look forward to the opportunity to work with the City and would welcome an opportunity to discuss the details of this proposal at your convenience.

Sincerely,  
RINCON CONSULTANTS, INC.

  
Joe Power, AICP  
Principal

  
Michael Giaketsis, REA  
Principal

## **EXHIBIT B**

### **PAYMENT RATES AND SCHEDULE**

CONSULTANT shall submit a monthly invoice to CITY with a detailed accounting by task and amount expended per task and amount remaining of each task, per the rate attached rate schedule.

**City of Agoura Hills  
 Conrad N. Hilton Foundation Headquarters EIR  
 Cost Estimate**

Tasks	Cost	Hours	Rincon Consultants				
			Principal \$175/hour	Supv. Planner \$135/hour	Associate \$95/hour	Graphics \$75/hour	Clerical \$55/hour
1. Kickoff Meeting	\$930	6	3	3			
2. Initial Study/NOP	\$3,770	38	2	4	26	4	2
3. EIR Scoping Meeting	\$1,385	15		3	6	4	2
4. Administrative Draft EIR							
4.1 Summary	\$840	8		2	6		
4.2 Introduction and Environmental Setting	\$1,680	16	1	3	10	2	
4.3 Project Description	\$3,520	32	2	16		12	2
4.4 Environmental Impact Analysis							
<i>Aesthetics</i>	\$4,530	46	2	6	26	12	
<i>Biological Resources</i>	\$5,430	50	8	4	32	6	
<i>Cultural Resources</i>	\$1,410	14	1	1	10	2	
<i>Geology/Soils</i>	\$2,440	24	2	2	16	4	
<i>Hydrology/Water Quality</i>	\$2,290	22	2	2	16	2	
4.5 Other CEQA-Required Sections (inc. GHG)	\$2,345	23	1	2	20		
4.6 Alternatives (Up to 4)	\$3,210	30	2	6	20	2	
5. Draft EIR	\$5,080	56	2	10	16	16	12
6. Final EIR							
6.1 Responses to Comments/MMRP	\$5,630	50	4	16	28		2
6.2 Publication of Final EIR	\$2,240	24	2	4	8	2	8
7. Attendance at Public Hearings (3)	\$3,720	24	12	12			
Project Management (includes staff meetings)	\$6,100	44	12	28			4
<b>Subtotal Rincon Labor:</b>	<b>\$56,550</b>	<b>622</b>	<b>58</b>	<b>124</b>	<b>240</b>	<b>68</b>	<b>32</b>
<b>Additional Costs</b>							
<b>Subconsultant:</b>							
RRM Design Group (photosimulations)	\$16,000						
<b>Printing:</b> 20 copies of IS/NOP	\$400						
6 copies of ADEIR	\$390						
20 copies of Draft EIR	\$1,300						
30 Electronic Copies of DEIR - CD-ROM	\$600						
20 copies of Final EIR	\$1,400						
Supplies and Miscellaneous Expenses	\$1,200						
General and Administrative	\$3,194						
<b>Subtotal Additional Costs:</b>	<b>\$24,484</b>						
<b>TOTAL: Labor + Additional Costs</b>	<b>\$81,034</b>						