



# Council Agenda Report

To: Mayor Barvosky and the Honorable Members of the City Council

Prepared by: Stefanie Edmondson, AICP, Principal Planner *SE*

Reviewed by: Victor Peterson, Community Development Director *VP*  
Joyce Parker-Bozylinski, AICP, Planning Manager *JPB*

Approved by: Jim Thorsen, City Manager *JT*

Date prepared: March 4, 2010

Meeting date: March 22, 2010

Subject: Seaboard Road Project (21000 and 21100 Seaboard Road) –  
Breitman Trust

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**RECOMMENDED ACTION:** 1) Authorize the City Manager to negotiate and execute a Professional Services Agreement (Attachment 1) with Rincon Consultants, Inc. for the preparation of a Focused EIR for the 21000 and 21100 Seaboard Road Lot Line Adjustment and Coastal Development Permit Project Focused EIR; and 2) authorize the City Manager to negotiate and execute a Developer Reimbursement Agreement (Attachment 2) with the Breitman Residence Trust dated 10/1/03 (“Breitman Trust”).

**FISCAL IMPACT:** The services provided by Rincon Consultants, Inc. (“the Consultant”) will be paid for by the Breitman Trust (“the Applicant”) by means of the Developer Reimbursement Agreement. An additional 30 percent is added to the total project budget to cover costs for City staff management and administration, which is also paid by the Applicant. It is anticipated that there will be no fiscal impact to the General Fund.

**DISCUSSION:** In 2004, the Applicant submitted a coastal development permit and associated applications for the construction of a new single-family residence, private access road improvements, an alternative onsite wastewater treatment system and lot line adjustment for four existing contiguous lots owned by the Applicant. Other discretionary requests related to the residence include height and construction of the access road.

An Initial Study and Negative Declaration were previously prepared for the project and presented to Council on August 10, 2009. However, because of substantial concerns

regarding construction of the access road and drainage issues, the Council directed staff to prepare a Focused EIR. As such, the City obtained a quote from Rincon Consultants, Inc. for the preparation of the Focused EIR. The Applicant has recently agreed to the required funding and the project can now move forward.

The proposed consultant budget of \$45,500, plus \$13,650 for City management and administration, has been reviewed and is acceptable to the Applicant. The total cost of \$59,150 would be paid by the Applicant. The Developer Reimbursement Agreement sets forth provisions for the repayment of all costs associated with the preparation of the EIR between the City and Applicant.

Staff recommends that the Council authorize the two agreements in order for this project to move forward.

### ATTACHMENTS

1. Professional Services Agreement
2. Developer Reimbursement Agreement

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of March 22, 2010, by and between the City of Malibu (hereinafter referred to as the "City"), and Rincon Consultants, Inc. (hereinafter referred to as the "Consultant").

The City and the Consultant agree as follows:

### RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to the preparation of a Focused EIR for the 21000 and 21100 Seaboard Road Lot Line Adjustment and Coastal Development Permit Project.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

**1.0 SCOPE OF THE CONSULTANT'S SERVICES.** The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City.

**2.0 TERM OF AGREEMENT.** This Agreement will become effective on March 22, 2010 and will remain in effect until services are completed as set forth in the Scope of Work or otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

**3.0 CITY AGENT.** The Community Development Director, or his/her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the Community Development Director, or his/her designee, has the authority to provide that approval or authorization.

**4.0 COMPENSATION FOR SERVICES.** The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The total cost of services shall not exceed \$45,500. No additional compensation shall be paid for any other expenses incurred, unless first approved by the Community Development Director or his/her designee.

4.1 The Consultant shall submit to the City, by no later than the 10<sup>th</sup> day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

**5.0 CONFLICT OF INTEREST.** The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

## **6.0 GENERAL TERMS AND CONDITIONS.**

**6.1 Termination.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be

entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

**6.2 Non-Assignability.** The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

**6.3 Non-Discrimination.** The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

**6.4 Insurance.** The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

**6.5 Indemnification.** Consultant agrees to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with any negligent or wrongful act, error or omission by Consultant or any of Consultant's officers, employees, agents, or representatives in the performance of this Agreement.

**6.6 Compliance with Applicable Law.** The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

**6.7 Independent Contractor.** This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

**6.8 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

**6.9 Legal Construction.**

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

**6.10 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

**6.11 Final Payment Acceptance Constitutes Release.** The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**6.12 Corrections.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

**6.13 Files.** All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

**6.14 Waiver; Remedies Cumulative.** Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**6.15 Mitigation of Damages.** In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**6.16 Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**6.17 Attorneys' Fees.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

**6.18 Entire Agreement.** This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

**6.19 Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:** Victor Peterson  
Community Development  
Director  
City of Malibu  
23815 Stuart Ranch Road  
Malibu, CA 90265  
TEL (310) 456-2489, x 251  
FAX (310) 456-7650

**TO CONSULTANT:** Joe Power, AICP  
Principal  
Rincon Consultants, Inc.  
790 East Santa Clara Street  
Ventura, CA 93001  
TEL (805) 641-1000  
FAX (805) 641-1072  
jpower@rinconconsultants.com

**6.20 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

**7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at either 7.1 or 7.2)**

**7.1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make

Feb. 22. 2010 1:27PM Rincon Consultants, Inc.

No. 6654 P. 8

Agreement for Professional Services  
Rincon Consultants, Inc.  
Focused EIR - Seaboard Road  
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one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials \_\_\_\_\_  
Consultant Initials \_\_\_\_\_

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials \_\_\_\_\_  
Consultant Initials JD

This Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, at Malibu, California, and effective as of March 22, 2010.

CITY OF MALIBU:

\_\_\_\_\_  
JIM THORSEN, City Manager

ATTEST:

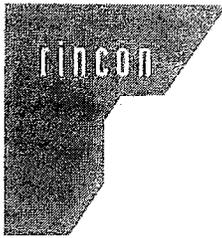
\_\_\_\_\_  
LISA POPE, City Clerk  
(seal)

CONSULTANT:

Duane Vander Pylva  
By: Duane Vander Pylva  
Title: Vice President

APPROVED AS TO FORM:

Christi Hogin  
CHRISTI HOGIN, City Attorney



Rincon Consultants, Inc.  
750 East Santa Anita Street  
Ventura, California 93001  
805 641 1000  
805 641 1012  
info@rinconconsultants.com  
www.rinconconsultants.com

December 24, 2009  
Job No. 09-65170

Stefanie Edmondson  
Acting Planning Manager  
City of Malibu  
23815 Stuart Ranch Road  
Malibu, CA 90265

**Subject: Revised Proposal to Prepare a Focused EIR for the 21100 Seaboard Road Lot Line Adjustment & CDP**

Dear Ms. Edmondson:

Rincon Consultants, Inc. is pleased to submit this revised proposal to prepare a focused Environmental Impact Report (EIR) for the Lot Line Adjustment and Coastal Development Permit (CDP) proposed for the property at 21100 Seaboard Lane. An Initial Study and Mitigated Negative Declaration (IS/MND) was previously prepared for the project; however, because of concerns about biological, geotechnical, and hydrological issues, the City has decided to prepare a focused EIR.

This revised proposal describes: (1) our understanding of the project; (2) our proposed work program; (3) our proposed project schedule; (4) our proposed costs; and (5) key Rincon personnel. Information about Rincon's qualifications, including references, can be provided upon request. This revised reflects conversations with both the applicant's representative and City staff since submittal of our original proposal dated September 15, 2009.

#### Understanding of the Project

The project area consists of four existing lots located on the south flank of the Santa Monica Mountains, and nestled in the hills between Las Flores Beach on the west and Big Rock Beach on the east. Currently, the four lots are 4.08 acres (Lot 1), 1.03 acres (Lot 2), 4.22 acres (Lot 3), and 22.81 acres (Lot 4). Proposed CDP No. 05-061 involves a lot line adjustment for these four lots, which would result in the following lot sizes: 7.6 acres (Lot A, the location of the proposed residence), 1.3 acres (Lot B), 20.0 acres (Lot C) and 2.6 acres (Lot D). The four lots affected by this lot line adjustment are all legal parcels.

The lot line adjustment would allow for the development of the single-family residence proposed under CDP No. 04-051. It would also allow potential development of single-family residences on each of the remaining three lots to be clustered around the access road and oriented to minimize disturbance to the surrounding areas. Plans have yet to be submitted for any development on the remaining three lots, but the potential future building pads are depicted on site plans as 5,100 square feet (Lot B), 9,700 square feet (Lot C), and 7,800 square feet (Lot D). These building pads are the least environmentally

damaging building sites because they minimize landform alterations, are not visible from public viewing areas, reduce potential impacts to ESHA, and are located in areas that geotechnical reports have determined as stable.

The site of the proposed residence is relatively flat and supports primarily disturbed non-native vegetation. The proposed single family residence would be two stories (28 feet) in height and would encompass 10,517 square feet with a 398 square foot covered loggia. A 4,090 square foot basement is also proposed; however, per the provision of the Malibu Municipal Code (M.M.C.) in effect at the time the application was deemed complete, is not counted in the total development square footage for the residence. Two garages are proposed. A two-car garage would be attached to the main residence, while a one-car garage would be connected to the attached garage by a 354 square foot trellis. A 7,325 square foot tennis court is proposed north of the residence and a 723 square foot pool is proposed south of the residence. A driveway for the residence is proposed from the access roadway. Hardscape, landscape, and an alternative onsite wastewater treatment system (AOWTS) are proposed as well.

Access to the site is via Seaboard Road, which begins as a wide, paved, public road and narrows to a privately owned, paved road, accessible to existing residences. The existing unpaved road, which is approximately 2,590 feet long, is proposed to be improved and widened to 20 feet within the existing 40-foot wide right-of-way to comply with Fire Department standards. The existing, paved portion of Seaboard Road, which is privately owned and is less than 20 feet wide, is not required to be widened to 20 feet. Three wider areas to accommodate Fire Department turnarounds are proposed along the length of the road.

#### Variance No. 05-043 for the Construction of Retaining Walls in Excess of Six Feet

In order to widen the road, retaining walls must meet required Los Angeles County Building and Safety standards. Portions of the retaining walls are proposed to exceed six feet in height, up to 12 feet. Therefore, a variance is required to exceed the permitted wall heights. The applicant has proposed a single wall in excess of six feet rather than two six foot walls to reduce potential impacts to ESHA and to reduce grading quantities. A single wall will have a smaller footprint and disturbance area as compared to two staggered walls. As proposed, approximately 0.046 acres of ESHA will be impacted for road widening.

As noted above, an MND prepared for the project was adopted by the Planning Commission. However, on August 10, 2009, the City Council directed staff to prepare a focused EIR to address the following: 1) the impact of Seaboard Road and whether a narrower road can be built; 2) the impact of construction on the existing road, specifically the paved portion of Seaboard Road; and 3) the impact of all development on the drainage in the area.

#### Work Program/Scope of Services

The objective of the work scope outlined below is to produce a focused EIR that meets State

and City of Malibu California Environmental Quality Act (CEQA) requirements.

1. **Kickoff Meeting.** Rincon's principal in charge and project manager will attend a kickoff meeting with City staff. 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. **Administrative Draft EIR.** The Administrative Draft EIR will include a detailed project description, introduction and environmental setting sections, an executive summary, analysis of three environmental issue areas (see "Technical Approach to EIR Issues" below), discussion of up to three alternatives (including the "no project" alternative), and other sections required by CEQA, including discussions of growth inducing impacts and global climate change (GCC).
3. **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. Rincon will deliver a PDF version of the document to the City for its website posting. 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.
4. **Final EIR.** The Final EIR will include all comment letters received during the public review period, responses to all comments received on the DEIR, and any necessary text changes. The Final EIR will also include a mitigation monitoring and reporting program (MMRP) in accordance with City requirements. The MMRP 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 that compiles all proposed mitigation measures as well as information necessary to monitor compliance with each measure.
5. **Public Hearings.** Rincon's principal-in-charge or project manager will attend two hearings on the EIR before the Planning Commission and/or City Council.

Based on our understanding of the issues raised in the appeal of the Planning Commission approval of the MND, it is anticipated that the following issues will be addressed in detail in the EIR.

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

The following describes our general approach to the analysis of these issues as well as alternatives.

**Biological Resources.** The biological resource analysis will be overseen by Rincon's Principal Biologist. Steven G. Nelson already conducted a biological resource analysis for

the project. Because an EIR is now being prepared, this analysis, dated April 2, 2005, will be peer reviewed by a Rincon biologist and incorporated as appropriate into the main body of the EIR. The peer review will include a field reconnaissance to verify the findings in the Initial Study. The biological resources section will include a synopsis of the key findings of the prior biological investigation, including identification of potentially significant impacts and mitigation requirements. As necessary, mitigation will be developed for identified significant impacts.

**Geology and Soils.** Several geological investigations have been performed at the site, including a *Preliminary Geologic and Soils Engineering Investigation* performed by Geoconcepts, Inc. and a fault exploration trench performed by Evans, Colbaugh & Associates. These investigations will be incorporated into the geology and soils analysis as appropriate. The analysis, to be overseen by a Rincon registered geologist with the assistance of RJR Engineering Group, will rely primarily on the findings of the geotechnical analyses and bring forward the discussion of landslide stability and other geotechnical risks into a format readily understandable by the lay public. Rincon's geologist will confirm site conditions through a general field reconnaissance to aid in interpreting the existing reports. Recommendations from the geotechnical analyses will be incorporated as appropriate as EIR mitigation measures.

**Hydrology and Water Quality.** The applicant is preparing a comprehensive drainage and erosion control plan that will reflect a "worst case" scenario with respect to drainage and erosion. In support of the EIR hydrology analysis, RJR Engineering Group will perform a peer review of the applicant-prepared study in accordance with Malibu drainage guidelines, based on the County of Los Angeles Public Works Hydrology and Sedimentation Manual. Rincon will incorporate the findings of the applicant study and RJR's peer review into an EIR section. In addition, Rincon, in conjunction with RJR, will prepare a qualitative analysis of potential temporary and long-term water quality impacts. This analysis will consider applicable requirements of the City and County as well as federal National Pollutant Discharge Elimination System (NPDES) standards.

**Alternatives.** As noted above, the EIR will examine up to three alternatives to the proposed project. We assume that at least one of these alternatives will consider a narrower road than is proposed. The alternatives analysis will examine each of the EIR issues as well as other issues relevant to the alternative (e.g., the effect of narrowing the road on emergency access). The alternatives analysis will be in less detail than the project analysis, but will provide sufficient information to allow City decision makers to select an alternative if they so choose. Specifically, the analysis will determine: (1) whether the alternative's impact would be greater or less than that of the project; (2) the magnitude of each impact for the alternative (i.e., significant, less than significant, etc.); and (3) whether the mitigation measures recommended for the proposed project apply or other mitigation is needed.

### Schedule

The following outlines our schedule for completion of the EIR work program. We assume that the Initial Study does not need to be re-circulated and that the City will handle the Draft EIR noticing process.

- *Administrative Draft EIR.* The Administrative Draft EIR will be submitted within five weeks of authorization to proceed/project kickoff.
- *Revised Administrative Draft EIR.* If necessary, a Second Administrative Draft EIR will be submitted within one week of receipt of City comments on the Administrative Draft EIR.
- *Draft EIR.* Twenty (20) bound copies and one (1) unbound camera-ready copy of the Draft EIR will be submitted within one week of receipt of City comments on the Revised Administrative Draft EIR. Rincon will also prepare 16 copies in an electronic file in PDF format on computer disks. One copy will be transmitted to the City for posting on the City's website and 15 will be transmitted by Rincon to the State Clearinghouse. Please note that we can reduce the number of hard copies and increase the number of electronic copies at the request of the City.
- *Responses to Comments on the Draft EIR.* Draft responses to comments on the Draft EIR will be submitted within two weeks of receipt of all comments.
- *Final EIR.* Twenty (20) bound copies and one (1) camera-ready copy of the Final EIR will be submitted in the form of a single document that includes the Final EIR text, Responses to Comments, and a Mitigation Monitoring and Reporting Program (MMRP). 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 will be provided for a lump sum cost of \$45,500. The project will be billed on a milestone basis as follows:

Submittal of Project Description	15%
Submittal of Administrative Draft EIR	50%
Publication of Draft EIR	20%
Approval of Final EIR	15%

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. We have budgeted for 24 hours to respond to comments on the Draft EIR. Attendance at two public hearings is included in this fee. If additional meetings/hearings are desired, they will be billed on a time and materials basis.

### Key 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. **Mark Neumeister**, Associate, will serve as project manager. Mark has more than four years of experience and is currently managing the Rambla Pacifico Street EIR for the City. **Duane Vander Pluym, D.ESE**, will oversee the biological resource analysis. A Doctor of Environmental Science and Engineering, Duane has more than 28 years of experience conducting biological resource studies. **Walt Hamann, RG, CEG**, Principal with Rincon, and **Robert Anderson, NSPE, RCE, JD**, Principal with RJR Engineering Group, will oversee the geology and drainage/hydrology analyses. Walt has more than 20 years of experience conducting geologic analyses. Rob is a registered civil engineer who has overseen civil and geotechnical engineering for over 3,000 projects, including many projects in Malibu.

*[Handwritten flourish]*

Thank you for your consideration of Rincon Consultants for this project. 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

**City of Malibu**  
**21100 Seaboard Road Lot Line Adjustment & CDP Focused EIR**  
**Cost Estimate**

Tasks	Cost	Hours	Rincon Consultants			
			Principal \$175/hour	Analyst \$105/hour	Graphics \$75/hour	Clerical \$55/hour
1. Kickoff Meeting	\$840	6	3	3		
2. Administrative Draft EIR						
2.1 Summary	\$700	6	1	5		
2.2 Introduction and Environmental Setting	\$1,130	10	2	6	2	
2.3 Project Description	\$1,700	16	2	10	4	
2.4 Environmental Impact Analysis						
Biological Resources	\$4,220	36	8	24	4	
Geology and Soils	\$3,380	28	8	16	4	
Hydrology and Water Quality	\$2,680	24	4	16	4	
2.5 Other CEQA-Required Sections	\$1,400	12	2	10		
2.6 Alternatives (Up to 3)	\$2,950	26	4	20	2	
3. Draft EIR	\$3,340	36	4	16	4	12
4. Final EIR						
4.1 Responses to Comments/MMRP	\$4,130	34	8	26		
4.2 Publication of Final EIR	\$1,780	20	2	8	2	8
5. Attendance at Public Hearings (2)	\$2,240	16	8	8		
Project Management (includes staff meetings)	\$5,120	40	16	20		4
<b>Subtotal Rincon Labor:</b>	<b>\$35,610</b>	<b>310</b>	<b>72</b>	<b>188</b>	<b>26</b>	<b>24</b>
<b>Additional Costs</b>						
RJR Engineering (geology/hydrology)	\$4,500					
Printing:						
6 copies of ADEIR	\$300					
20 copies of Draft EIR	\$1,000					
16 Electronic Copies of DEIR - CD-ROM	\$600					
20 copies of Final EIR	\$1,200					
Supplies and Miscellaneous Expenses	\$1,000					
General and Administrative	\$1,290					
<b>Subtotal Additional Costs:</b>	<b>\$9,890</b>					
<b>TOTAL: Labor + Additional Costs</b>	<b>\$45,500</b>					

City of Malibu  
with  
The Breitman Residence Trust Dated 10/1/03

**Developer Reimbursement Agreement**

21000 & 21100 Seaboard Road Lot Line Adjustment & Coastal Development Permit  
Project  
Focused Environmental Impact Report (EIR)

This Agreement is made on this 22nd day of March 2010, by and between the **City of Malibu**, a municipal corporation, 23815 Stuart Ranch Road, Malibu, California, 90265 (hereinafter referred to as the "CITY") and **Diane Breitman, Trustee of The Breitman Residence Trust Dated 10/1/03 (Breitman Trust)**, 2224 Main Street, Santa Monica, 90405 (telephone: 310-456-9699) (hereinafter referred to as the "DEVELOPER").

**Recitals**

A. DEVELOPER has requested a Coastal Development Permit (CDP) No. 04-051, Variance Nos. 05-043, 05-045, 07-043 and 07-044, Site Plan Review No. 05-052, Lot Line Adjustment No. 08-003, Initial Study No. 07-008 and Negative Declaration No. 07-007 to allow for the construction of a 28 foot high, two-story, 10,517 square foot, single-family residence with a 398 square foot covered loggia, basement, pool, trellis, walls, tennis court, hardscape, driveway, landscaping, and an alternative onsite wastewater treatment system, including a site plan review for height above 18 feet, up to 28 feet with a pitched roof, and for construction on slopes, variances for construction on slopes exceeding 2½ to 1, retaining walls in excess of six feet in height (to widen the access road), a reduction in the required scrub environmentally sensitive habitat area (ESHA) buffer and a reduction in the required riparian ESHA buffer, a lot line adjustment for the four properties.

B. CITY requires that a Focused Environmental Impact Report (EIR) be prepared for and under the direction of CITY, but at DEVELOPER's expense, for consideration in conjunction with the application as required by the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq. and the State and local regulations promulgated pursuant thereto.

NOW, THEREFORE, the CITY and the DEVELOPER, mutually agree as follows:

1. **PAYMENT.** DEVELOPER agrees to pay CITY in full for all costs and expenses incurred pursuant to the contract between CITY and Rincon Consultants, Inc., the EIR consultant (hereinafter referred to as the

“CONSULTANT”), selected by CITY to prepare the necessary documents for DEVELOPER’s project. DEVELOPER agrees to pay CITY in full for all CONSULTANT personnel (full-time, part-time and contract positions). The City estimates that the cost will be approximately \$45,500 (exhibit A), plus thirty (30) percent management and administration fee to compensate for all CITY staff costs incurred in managing the contract with CONSULTANT in the amount of \$13,650. Upon execution of this Agreement, DEVELOPER shall deposit with CITY the sum of \$20,150. Five additional deposits of \$7,800 shall be made by the 10<sup>th</sup> of each month (or the following Monday, should the date fall on a weekend) until the balance is paid in full. The total deposit amount \$59,150 represents CITY’s best estimate of DEVELOPER’s ultimate obligations hereunder.

In the event CITY determines, based on the actual expense incurred in preparation and review of the EIR, that its actual costs will exceed \$59,150, DEVELOPER shall pay to CITY upon demand in a lump sum the estimated cost of the excess. Work on the EIR shall be suspended until and unless said payment is made to CITY and in such event, DEVELOPER shall be responsible for all costs incurred as a result of the suspension of work. If payment is not made within 30 days of written demand by the City, the applications for the project for which the EIR is being prepared shall be deemed withdrawn by the DEVELOPER unless such time period is waived in writing by the City Manager.

After a final action is taken on the EIR by the City Council or upon abandonment by DEVELOPER pursuant to Section 2 below, and satisfaction of all liabilities to CONSULTANT and reimbursement of all CITY staff expense, CITY shall refund DEVELOPER any amount of DEVELOPER’s payments which remain unexpended. If the deposit(s) is insufficient to meet CITY’s obligations to CONSULTANT, DEVELOPER shall pay any remaining amounts due.

2. **ABANDONMENT OF PROJECT.** In the event DEVELOPER abandons the project prior to a final decision on the EIR by the City Council and upon written request from DEVELOPER directed to the City Manager of CITY, CITY will suspend preparation of the EIR and evaluation of the DEVELOPER’s applications in order to avoid further expense.

3. **INDEPENDENT CONSULTANTS.**

3.1. During the existence of CITY’s contract with CONSULTANT, and for a time period of one (1) year from final resolution of DEVELOPER’s application, neither DEVELOPER, nor any of its representatives, agents or other persons acting in concert with DEVELOPER will enter into any financial or business relationship with CONSULTANT or any of its subconsultants or propose to enter into any future such relationship with any such entities or persons without written notice to and approval in writing by CITY.

- 3.2. DEVELOPER hereby acknowledges and agrees as follows:
  - 3.2.1. CITY has sole discretion to select which of its employees are assigned to work on DEVELOPER's application.
  - 3.2.2. CITY has sole discretion to determine which persons CITY will hire as employees and contractors to work on DEVELOPER's application.
  - 3.2.3. CITY has sole discretion to direct the work and evaluate the performance of the employees and contractors whom the CITY hires to work on DEVELOPER's application and CITY retains the right to terminate or replace at any time any employee or contractor who is assigned to work on DEVELOPER's application.
  - 3.2.4. CITY has sole discretion to determine the amount of compensation paid to employees and contractors hired by CITY to work on DEVELOPER's application.
  - 3.2.5. CITY, not DEVELOPER, shall pay employees and contractors hired or assigned by CITY to work on DEVELOPER's application from a CITY account under the exclusive control of CITY.
- 3.3. CITY and DEVELOPER hereby acknowledge and agree that processing of DEVELOPER's application is not contingent on the hiring of any specific contractors.
- 3.4. CITY and DEVELOPER hereby acknowledge and agree that the DEVELOPER's duty to reimburse CITY is not contingent upon the CITY's approval or disapproval of the proposed project or upon the result of any action of CITY.
- 3.5. Neither DEVELOPER, nor its officers, employees or agents, shall communicate with CONSULTANT during the term of this agreement without prior approval of CITY.
4. **INTERPRETATION.** This agreement is deemed to have been prepared by all of the parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of interpretation of contract under the law of the State of California.
5. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part, without the prior written consent of CITY.

6. **NOTICE.** All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative, as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid and addressed to the party at its applicable address.

**CITY:**

CITY OF MALIBU

Attention: Victor Peterson, Community Development Director  
23815 Stuart Ranch Road  
Malibu, CA 90265-4861

**DEVELOPER:**

The Breitman Residence Trust Dated 10/1/03  
c/o Diane Breitman, Trustee  
2224 Main Street  
Santa Monica, CA 90405

7. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
8. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement represents the entire integrated Agreement between CITY and DEVELOPER, and supersedes any and all other agreements, either oral or written, between the parties, and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein. Any agreement, statement or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
9. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Developer Reimbursement Agreement  
Seaboard Road Focused EIR  
Page 5 of 5

10. **AUTHORITY TO ENTER AGREEMENT.** The DEVELOPER has all requisite power and authority to conduct its business and to execute, deliver and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the  
\_\_\_\_\_ day of \_\_\_\_\_ 2010.

DEVELOPER:



Diane Breitman, Trustee of the The Breitman Residence  
Trust Dated 10/1/03

CITY OF MALIBU:

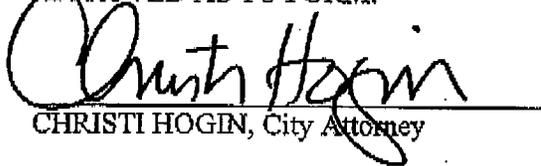
\_\_\_\_\_  
Victor Peterson  
Community Development Director

\_\_\_\_\_  
Jim Thorsen  
City Manager

ATTEST:

\_\_\_\_\_  
Lisa Pope, City Clerk

APPROVED AS TO FORM:

  
CHRISTI HOGIN, City Attorney



Rincon Consultants, Inc.

700 East Santa Anita Street  
Ventura, California 93001

TEL 805 641 1000

FAX 805 641 1012

info@rinconconsultants.com  
www.rinconconsultants.com

December 24, 2009

Job No. 09-65170

Stefanie Edmondson  
Acting Planning Manager  
City of Malibu  
23815 Stuart Ranch Road  
Malibu, CA 90265

**Subject: Revised Proposal to Prepare a Focused EIR for the 21100 Seaboard Road Lot Line Adjustment & CDP**

Dear Ms. Edmondson:

Rincon Consultants, Inc. is pleased to submit this revised proposal to prepare a focused Environmental Impact Report (EIR) for the Lot Line Adjustment and Coastal Development Permit (CDP) proposed for the property at 21100 Seaboard Lane. An Initial Study and Mitigated Negative Declaration (IS/MND) was previously prepared for the project; however, because of concerns about biological, geotechnical, and hydrological issues, the City has decided to prepare a focused EIR.

This revised proposal describes: (1) our understanding of the project; (2) our proposed work program; (3) our proposed project schedule; (4) our proposed costs; and (5) key Rincon personnel. Information about Rincon's qualifications, including references, can be provided upon request. This revised reflects conversations with both the applicant's representative and City staff since submittal of our original proposal dated September 15, 2009.

### Understanding of the Project

The project area consists of four existing lots located on the south flank of the Santa Monica Mountains, and nestled in the hills between Las Flores Beach on the west and Big Rock Beach on the east. Currently, the four lots are 4.08 acres (Lot 1), 1.03 acres (Lot 2), 4.22 acres (Lot 3), and 22.81 acres (Lot 4). Proposed CDP No. 05-061 involves a lot line adjustment for these four lots, which would result in the following lot sizes: 7.6 acres (Lot A, the location of the proposed residence), 1.3 acres (Lot B), 20.0 acres (Lot C) and 2.6 acres (Lot D). The four lots affected by this lot line adjustment are all legal parcels.

The lot line adjustment would allow for the development of the single-family residence proposed under CDP No. 04-051. It would also allow potential development of single-family residences on each of the remaining three lots to be clustered around the access road and oriented to minimize disturbance to the surrounding areas. Plans have yet to be submitted for any development on the remaining three lots, but the potential future building pads are depicted on site plans as 5,100 square feet (Lot B), 9,700 square feet (Lot C), and 7,800 square feet (Lot D). These building pads are the least environmentally

damaging building sites because they minimize landform alterations, are not visible from public viewing areas, reduce potential impacts to ESHA, and are located in areas that geotechnical reports have determined as stable.

The site of the proposed residence is relatively flat and supports primarily disturbed non-native vegetation. The proposed single family residence would be two stories (28 feet) in height and would encompass 10,517 square feet with a 398 square foot covered loggia. A 4,090 square foot basement is also proposed; however, per the provision of the Malibu Municipal Code (M.M.C.) in effect at the time the application was deemed complete, is not counted in the total development square footage for the residence. Two garages are proposed. A two-car garage would be attached to the main residence, while a one-car garage would be connected to the attached garage by a 354 square foot trellis. A 7,325 square foot tennis court is proposed north of the residence and a 723 square foot pool is proposed south of the residence. A driveway for the residence is proposed from the access roadway. Hardscape, landscape, and an alternative onsite wastewater treatment system (AOWTS) are proposed as well.

Access to the site is via Seaboard Road, which begins as a wide, paved, public road and narrows to a privately owned, paved road, accessible to existing residences. The existing unpaved road, which is approximately 2,590 feet long, is proposed to be improved and widened to 20 feet within the existing 40-foot wide right-of-way to comply with Fire Department standards. The existing, paved portion of Seaboard Road, which is privately owned and is less than 20 feet wide, is not required to be widened to 20 feet. Three wider areas to accommodate Fire Department turnarounds are proposed along the length of the road.

#### Variance No. 05-043 for the Construction of Retaining Walls in Excess of Six Feet

In order to widen the road, retaining walls must meet required Los Angeles County Building and Safety standards. Portions of the retaining walls are proposed to exceed six feet in height, up to 12 feet. Therefore, a variance is required to exceed the permitted wall heights. The applicant has proposed a single wall in excess of six feet rather than two six foot walls to reduce potential impacts to ESHA and to reduce grading quantities. A single wall will have a smaller footprint and disturbance area as compared to two staggered walls. As proposed, approximately 0.046 acres of ESHA will be impacted for road widening.

As noted above, an MND prepared for the project was adopted by the Planning Commission. However, on August 10, 2009, the City Council directed staff to prepare a focused EIR to address the following: 1) the impact of Seaboard Road and whether a narrower road can be built; 2) the impact of construction on the existing road, specifically the paved portion of Seaboard Road; and 3) the impact of all development on the drainage in the area.

#### Work Program/Scope of Services

The objective of the work scope outlined below is to produce a focused EIR that meets State

and City of Malibu California Environmental Quality Act (CEQA) requirements.

1. **Kickoff Meeting.** Rincon's principal in charge and project manager will attend a kickoff meeting with City staff. 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. **Administrative Draft EIR.** The Administrative Draft EIR will include a detailed project description, introduction and environmental setting sections, an executive summary, analysis of three environmental issue areas (see "Technical Approach to EIR Issues" below), discussion of up to three alternatives (including the "no project" alternative), and other sections required by CEQA, including discussions of growth inducing impacts and global climate change (GCC).
3. **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. Rincon will deliver a PDF version of the document to the City for its website posting. 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.
4. **Final EIR.** The Final EIR will include all comment letters received during the public review period, responses to all comments received on the DEIR, and any necessary text changes. The Final EIR will also include a mitigation monitoring and reporting program (MMRP) in accordance with City requirements. The MMRP 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 that compiles all proposed mitigation measures as well as information necessary to monitor compliance with each measure.
5. **Public Hearings.** Rincon's principal-in-charge or project manager will attend two hearings on the EIR before the Planning Commission and/or City Council.

Based on our understanding of the issues raised in the appeal of the Planning Commission approval of the MND, it is anticipated that the following issues will be addressed in detail in the EIR.

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

The following describes our general approach to the analysis of these issues as well as alternatives.

**Biological Resources.** The biological resource analysis will be overseen by Rincon's Principal Biologist. Steven G. Nelson already conducted a biological resource analysis for

the project. Because an EIR is now being prepared, this analysis, dated April 2, 2005, will be peer reviewed by a Rincon biologist and incorporated as appropriate into the main body of the EIR. The peer review will include a field reconnaissance to verify the findings in the Initial Study. The biological resources section will include a synopsis of the key findings of the prior biological investigation, including identification of potentially significant impacts and mitigation requirements. As necessary, mitigation will be developed for identified significant impacts.

**Geology and Soils.** Several geological investigations have been performed at the site, including a *Preliminary Geologic and Soils Engineering Investigation* performed by Geoconcepts, Inc. and a fault exploration trench performed by Evans, Colbaugh & Associates. These investigations will be incorporated into the geology and soils analysis as appropriate. The analysis, to be overseen by a Rincon registered geologist with the assistance of RJR Engineering Group, will rely primarily on the findings of the geotechnical analyses and bring forward the discussion of landslide stability and other geotechnical risks into a format readily understandable by the lay public. Rincon's geologist will confirm site conditions through a general field reconnaissance to aid in interpreting the existing reports. Recommendations from the geotechnical analyses will be incorporated as appropriate as EIR mitigation measures.

**Hydrology and Water Quality.** The applicant is preparing a comprehensive drainage and erosion control plan that will reflect a "worst case" scenario with respect to drainage and erosion. In support of the EIR hydrology analysis, RJR Engineering Group will perform a peer review of the applicant-prepared study in accordance with Malibu drainage guidelines, based on the County of Los Angeles Public Works Hydrology and Sedimentation Manual. Rincon will incorporate the findings of the applicant study and RJR's peer review into an EIR section. In addition, Rincon, in conjunction with RJR, will prepare a qualitative analysis of potential temporary and long-term water quality impacts. This analysis will consider applicable requirements of the City and County as well as federal National Pollutant Discharge Elimination System (NPDES) standards.

**Alternatives.** As noted above, the EIR will examine up to three alternatives to the proposed project. We assume that at least one of these alternatives will consider a narrower road than is proposed. The alternatives analysis will examine each of the EIR issues as well as other issues relevant to the alternative (e.g., the effect of narrowing the road on emergency access). The alternatives analysis will be in less detail than the project analysis, but will provide sufficient information to allow City decision makers to select an alternative if they so choose. Specifically, the analysis will determine: (1) whether the alternative's impact would be greater or less than that of the project; (2) the magnitude of each impact for the alternative (i.e., significant, less than significant, etc.); and (3) whether the mitigation measures recommended for the proposed project apply or other mitigation is needed.



### Schedule

The following outlines our schedule for completion of the EIR work program. We assume that the Initial Study does not need to be re-circulated and that the City will handle the Draft EIR noticing process.

- **Administrative Draft EIR.** The Administrative Draft EIR will be submitted within five weeks of authorization to proceed/project kickoff.
- **Revised Administrative Draft EIR.** If necessary, a Second Administrative Draft EIR will be submitted within one week of receipt of City comments on the Administrative Draft EIR.
- **Draft EIR.** Twenty (20) bound copies and one (1) unbound camera-ready copy of the Draft EIR will be submitted within one week of receipt of City comments on the Revised Administrative Draft EIR. Rincon will also prepare 16 copies in an electronic file in PDF format on computer disks. One copy will be transmitted to the City for posting on the City's website and 15 will be transmitted by Rincon to the State Clearinghouse. Please note that we can reduce the number of hard copies and increase the number of electronic copies at the request of the City.
- **Responses to Comments on the Draft EIR.** Draft responses to comments on the Draft EIR will be submitted within two weeks of receipt of all comments.
- **Final EIR.** Twenty (20) bound copies and one (1) camera-ready copy of the Final EIR will be submitted in the form of a single document that includes the Final EIR text, Responses to Comments, and a Mitigation Monitoring and Reporting Program (MMRP). 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 will be provided for a lump sum cost of \$45,500. The project will be billed on a milestone basis as follows:

Submittal of Project Description	15%
Submittal of Administrative Draft EIR	50%
Publication of Draft EIR	20%
Approval of Final EIR	15%

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. We have budgeted for 24 hours to respond to comments on the Draft EIR. Attendance at two public hearings is included in this fee. If additional meetings/hearings are desired, they will be billed on a time and materials basis.

### Key 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. **Mark Neumeister**, Associate, will serve as project manager. Mark has more than four years of experience and is currently managing the Rambla Pacifico Street EIR for the City. **Duane Vander Pluym, D.ESE**, will oversee the biological resource analysis. A Doctor of Environmental Science and Engineering, Duane has more than 28 years of experience conducting biological resource studies. **Walt Hamann, RG, CEG**, Principal with Rincon, and **Robert Anderson, NSPE, RCE, JD**, Principal with RJR Engineering Group, will oversee the geology and drainage/hydrology analyses. Walt has more than 20 years of experience conducting geologic analyses. Rob is a registered civil engineer who has overseen civil and geotechnical engineering for over 3,000 projects, including many projects in Malibu.



Thank you for your consideration of Rincon Consultants for this project. 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



**City of Malibu**  
**21100 Seaboard Road Lot Line Adjustment & GDP Focused EIR**  
**Cost Estimate**

Tasks	Cost	Hours	Rincon Consultants			
			Principal \$175/hour	Analyst \$105/hour	Graphics \$75/hour	Clerical \$55/hour
1. Kickoff Meeting	\$840	6	3	3		
2. Administrative Draft EIR						
2.1 Summary	\$700	6	1	5		
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General and Administrative	\$1,290					
<b>Subtotal Additional Costs:</b>	<b>\$9,890</b>					
<b>TOTAL: Labor + Additional Costs</b>	<b>\$45,500</b>					