

## REPORT TO CITY COUNCIL

**DATE:** MAY 9, 2018

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

**FROM:** GREG RAMIREZ, CITY MANAGER *GR*

**BY:** NATHAN HAMBURGER, ASSISTANT CITY MANAGER *hst*  
ALLISON COOK, ASSISTANT PLANNING DIRECTOR *ac*

**SUBJECT:** AGREEMENT FOR CONSULTANT SERVICES WITH RINCON CONSULTANTS, INC. FOR PREPARATION OF ENVIRONMENTAL DOCUMENTATION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE PROPOSED MODIFIED CONRAD N. HILTON FOUNDATION HEADQUARTERS CAMPUS PROJECT, AND AGREEMENT FOR PAYMENT OF COSTS IN CONNECTION WITH THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION BETWEEN THE CITY AND THE CONRAD N. HILTON FOUNDATION.

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The purpose of this item is to seek approval of two agreements: (1) an agreement between the City and Rincon Consultants, Inc. (Rincon) to prepare an environmental document pursuant to the California Environmental Quality Act (CEQA) for the proposed Modified Conrad N. Hilton Foundation Headquarters Campus Project; and (2) an agreement between the City and the Conrad N. Hilton Foundation (Applicant) for the payment of costs associated with preparation of the environmental document. The Applicant proposes to construct additional office and maintenance buildings on the existing campus as part of Phases II and III, and amend the approved Development Agreement.

The agreement with Rincon totals \$82,820. The agreement with the Applicant totals \$99,384. The Applicant agreement includes the environmental document fee of \$82,820 plus an additional \$16,564, which reflects a standard twenty percent of the consultant agreement amount, to cover City staff tasks associated with preparation of the environmental document.

Upon reviewing the project application and supplemental materials, City staff has determined that a Subsequent Environmental Impact Report (EIR) is the appropriate CEQA document to prepare. The Subsequent EIR would reference the original EIR as appropriate. Rincon prepared the original project EIR in 2011. Rincon has submitted to the City a proposed scope of work to prepare the Subsequent EIR, and staff finds the proposal acceptable. Having prepared the original EIR, Rincon is familiar with the project and the campus site, and can most efficiently provide this environmental documentation.

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

## **RECOMMENDATION**

Staff respectfully requests the City Council approve the Agreement for Consultant Services Between the City of Agoura Hills and Rincon Consultants, Inc. for preparation of environmental documentation pursuant to the California Environmental Quality Act (CEQA) for the proposed Modified Conrad N. Hilton Foundation Headquarters Campus Project, and approve the Agreement for Payment of Costs in Connection with the Preparation of Environmental Documentation between the City and the Conrad N. Hilton Foundation.

### **Attachments:**

1. Agreement for Consultant Services Between the City of Agoura Hills and Rincon Consultants, Inc. (including Exhibit A)
2. Agreement for Payment of Costs in Connection with the Preparation of Environmental Documentation (including Exhibit A)

**AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT: Rincon Consultants, Inc.  
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Joe Power  
CONSULTANT'S ADDRESS: 180 North Ashwood Avenue  
Ventura, CA 93003  
  
CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager  
  
PREPARED BY: Allison Cook  
COMMENCEMENT DATE: May 10, 2018  
TERMINATION DATE: May 9, 2019  
CONSIDERATION: Contract Price  
Not to Exceed: \$82,820.00

<b>ADDITIONAL SERVICES</b> ( <i>Describe Services, Amount, and Approval</i> ):  _____  _____  _____  _____
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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 May 10, 2018, 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 May 10, 2018, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 9, 2018, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

**3. PERFORMANCE**

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

**4. PAYMENT**

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed eighty two thousand eight hundred twenty dollars and zero cents (\$82,820.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

**5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "PAYMENT" herein.

**6. DEFAULT OF CONSULTANT**

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

**7. OWNERSHIP OF DOCUMENTS**

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## **8. INDEMNIFICATION**

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any negligent or wrongful acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

## **9. INSURANCE REQUIREMENTS**

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in

connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

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

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

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

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

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

D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

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

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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



G. Verification of Coverage. Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

## **10. INDEPENDENT CONSULTANT**

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services 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**



for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

**15. LICENSES**

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

**16. GOVERNING LAW**

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

**17. PROHIBITED INTEREST**

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**18. ENTIRE AGREEMENT**

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

**19. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
William D. Koehler,  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney


**CONSULTANT**

Rincon Consultants, Inc.  
180 North Ashwood Avenue  
Ventura, CA 93003  
Contact: Joe Power  
Tel. No.: 805-644-4455  
FAX: 805-644-4240

By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

  
Joe Power  
Vice President

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Jennifer Haddow  
Vice President

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

**EXHIBIT A**

**TASKS TO BE PERFORMED, SCHEDULE AND COSTS**

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



**Rincon Consultants, Inc.**  
180 North Ashwood Avenue  
Ventura, California 93003  
  
805 644 4455  
FAX 644 4240  
  
info@rinconconsultants.com  
www.rinconconsultants.com

April 27, 2018  
Rincon Project No. 18-05909

Allison Cook, AICP  
Assistant Planning Director  
Planning Department  
City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301

**Subject: Cost Estimate to Prepare the Hilton Foundation Headquarters SEIR**

Dear Allison:

This letter provides a cost estimate to prepare a Subsequent Environmental Impact Report (SEIR) for the modified Hilton Foundation Headquarters. The modified project involves changes to Phases II and III of the four-phase development program described in the Final EIR that was certified in 2011. The modified project would involve the development of 57,655 square feet of office space and a 1,967-square foot maintenance facility in Phase II and an additional 8,438 sf of amenity space in Phase III. The modified project would focus development on the northeastern portion of the project site, leaving the southern and western portions undeveloped. Development during modified Phase II would occur primarily in the existing surface parking lot footprint, as well as within the area of the existing maintenance building northeast of the Phase I building. Development for the modified Phase III would be developed as an expansion of the Phase II maintenance building, in the area currently occupied by the cloister garden.

## **Scope of Work**

To the degree possible, the SEIR will rely on data information from the certified Final EIR as well as applicant-prepared technical studies for the modified project. However, these studies will all be peer reviewed to verify their accuracy and completeness and augmented as necessary. Biological and cultural resource impacts will be field verified by Rincon in-house experts. We have assumed that the information in the applicant-prepared technical studies is generally accurate, but have included sufficient budget to perform needed additional analysis, including re-calculation of such items as air pollutant/greenhouse gas emissions, noise, and utility demands. We have assumed that the City will peer review the applicant-prepared traffic study to verify its accuracy and completeness.

The tasks needed to complete the SEIR process include:

1. Peer review applicant-prepared technical studies and prepare a brief memorandum summarizing our findings
2. Prepare the Initial Study and issue a Notice of Preparation (NOP)
3. Prepare the Administrative Draft SEIR, which will include:



- Executive Summary
  - Introduction
  - Project Description
  - Environmental Setting
  - Environmental Impact Analysis (assumed to address all six issues studied in detail in the certified Final EIR)
  - Other CEQA Issues Analysis (Growth Inducement, Energy)
  - Alternatives Analysis (up to 3 alternatives)
4. Prepare the Draft SEIR, incorporating City comments on the Administrative Draft SEIR
  5. Prepare the Final SEIR, including responses to comments and the mitigation monitoring and reporting plan (MMRP)
  6. Attend up to 4 public hearings on the project
  7. Perform project management/coordination (including preparation of the Notice of Preparation and AB 52 Native American consultation letters)

The Initial Study will address all issues on the CEQA environmental checklist. The Initial Study and SEIR will use buildout of the approved Hilton Foundation Headquarters as the baseline for analysis, comparing the impacts of the modified project to those of the approved project. As noted above, information and text from applicant-prepared technical studies will be incorporated into the SEIR as appropriate. We have assumed that the SEIR will focus on the six issues studied in detail in the Final EIR plus air quality. Issues to be studied include:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Geology
- Greenhouse Gas Emissions
- Hydrology and Water Quality

We have included air quality in the SEIR scope because of the potential for additional temporary construction-related air quality impacts due to the need for increased excavation and soil hauling as compared to what was considered in the Final EIR.

## **Cost Estimate**

The table on the following page summarizes our estimated costs to complete the SEIR work program. We estimate the costs to complete the SEIR at \$82,820. This estimate includes all of the tasks described above. We have budgeted 42 hours to respond to public comments on the Draft SEIR. Rincon will prepare the NOP and NOD, but have assumed that City staff will handle document mailing, newspaper publication, and posting, and that either the City or applicant will pay applicable filing fees.



**City of Agoura Hills**  
**Hilton Foundation Headquarters SEIR**

**Cost Estimate**

Tasks	Cost	Rincon Labor Hours	Rincon Consultants						
			Principal II \$230/hour	Principal I \$215/hour	Prof. IV 135/hour	Prof. II \$105/hour	Tech. Editor \$105/hour	Graphic Designer \$95/hour	Production/ Clerical \$80/hour
1. Peer Review Applicant-Prepared Technical Studies	\$6,800	48	8	4	12	20		4	
2. Initial Study-NOP	\$5,500	48	2	2	6	24	4	4	6
3. Administrative Draft SEIR									
Summary	\$995	8	1		1	6			
Introduction and Environmental Setting	\$2,010	17	1		4	8	2	2	
Project Description	\$2,940	22	2		14		2	4	
Environmental Impact Analysis									
Aesthetics	\$4,090	36	2		4	22	2	6	
Air Quality	\$3,960	30	2	4	4	18	2		
Biological Resources	\$4,570	36	2	4	4	22	2	2	
Cultural Resources	\$3,290	30	2		4	18	2	2	
Geology	\$3,750	30	4		4	18	2	2	
Greenhouse Gases	\$3,960	30	2	4	4	18	2		
Hydrology/Water Quality	\$3,290	28	2		4	18	2	2	
Alternatives (3)	\$3,770	32	2		6	20	2	2	
Other CEQA Discussions	\$1,580	13	1		3	8	1		
4. Draft SEIR	\$9,240	72	8	4	18	26	4		12
5. Final SEIR									
Responses to Comments	\$5,660	42	6	2	10	20	2	2	
Mitigation Monitoring and Reporting Plan	\$1,205	10	1		1	8			
Final SEIR Publication	\$2,590	24	2		4	6			12
6. Public Hearings (4)	\$5,840	32	16		16				
7. Project Management/Coordination	\$8,080	52	16		24	8			4
<b>Subtotal Labor</b>	<b>\$76,320</b>	<b>562</b>	<b>74</b>	<b>20</b>	<b>135</b>	<b>268</b>	<b>31</b>	<b>28</b>	<b>34</b>

Additional Costs	
Printing (30 copies of DEIR, 20 copies of Final SEIR)	\$5,000
Supplies and Miscellaneous Expenses	\$1,500
<b>Subtotal Additional Costs</b>	<b>\$6,500</b>

<b>TOTAL LABOR PLUS ADDITIONAL COSTS</b>	<b>\$82,820</b>
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**Schedule**

We anticipate that the SEIR can be completed based on the timeline shown below:

- Applicant study peer reviews to be completed within 2 weeks of project kickoff
- Draft Initial Study-NOP to be completed within 1 week of completion of peer reviews
- Final Initial Study-NOP to be circulated within 1 week of receipt of City comments on the draft Initial Study
- Administrative Draft SEIR to be completed within 5 weeks of circulation of the Initial Study-NOP
- Draft SEIR to be circulated for public review within 2 weeks of receipt of final City comments on the Administrative Draft SEIR
- Administrative Final SEIR (including draft Responses to Comments and MMRP) to be completed within 2 weeks of the close of the Draft SEIR circulation
- Final SEIR to be completed within 1 week of receipt of final City comments on the Administrative Final SEIR

Based on the above timelines and assuming 2-week reviews of internal work products, we believe the SEIR process can be completed within about 6-7 months.

\*\*\*\*\*





Thanks for the opportunity to work with the City on this project. If you have any questions or require additional information please contact me.

Sincerely,  
**RINCON CONSULTANTS, INC.**

Joe Power, AICP CEP  
Principal/Vice President

**AGREEMENT FOR PAYMENT OF COSTS  
IN CONNECTION WITH THE PREPARATION OF  
ENVIRONMENTAL DOCUMENTATION**

THIS AGREEMENT is made on May 10, 2018, by and between the City of Agoura Hills (hereinafter "City") and Conrad N. Hilton Foundation (hereinafter "Applicant").

1. Applicant requests that California Environmental Quality Act (CEQA) documentation ("environmental documentation") be prepared for, and under the direction of, City, but at Applicant's expense, for consideration in connection with processing of the proposed Conditional Use Permit/Oak Tree Permit/Sign Permit/Variance/Development Agreement Amendment application for the construction of the Modified Conrad N. Hilton Foundation Headquarters Campus Project, an office facility (the "Project") at 30440 Agoura Road, Assessor's Parcel Numbers 2061-002-095 and 2061-002-096, Case Nos. CUP-01430-2017, OAK-01431-2017, DEVA-01429-2017, VAR-01432-2017 and SIGN-01433-2017.

2. Costs for preparation of the environmental documentation will be as follows:

a. Costs incurred pursuant to an agreement between Envicom Corporation (hereinafter "Consultant") and City for preparation of the environmental documentation, the scope of work of which is attached hereto as Exhibit A. Consultant's estimate of the maximum cost of Consultant's services in the preparation of the environmental documentation is eighty two thousand eight hundred twenty dollars and zero cents (\$82,820.00) ("Consultant's Cost").

b. Staff time for research, writing, reviewing and processing is calculated by the number of hours spent times the current hourly rate of the employee or contractor, plus general overhead costs. This amount is estimated to be 20 percent of Consultant's Cost, i.e. sixteen thousand five hundred sixty four dollars and zero cents (\$16,564.00) ("Administrative Cost").

c. Additional Consultant and administrative costs are not included within the estimates in subsections (a) and (b) of this Section. To the extent such additional costs arise out of (1) new information supplied to the City regarding the project or its environmental impacts following circulation of the public draft environmental document; (2) incomplete or inaccurate information supplied to the City by Applicant or Applicant's agents; or (3) revisions to the environmental document made necessary, in the City's judgment, by changes to the Applicant's project.

3. Applicant hereby agrees to pay City in full for all costs and expenses incurred by City for preparation of the environmental documentation. Concurrently with execution of this Agreement, Applicant shall pay City the full amount of ninety nine thousand three hundred eighty four dollars and zero cents (\$99,384.00) (Consultant's Cost plus Administrative Cost).

4. Any excess of the amount deposited over the actual cost incurred in connection with preparation of the environmental documentation shall be refunded by City to Applicant within fifteen (15) days from the date the Notice of Determination for the Project is filed with the County Clerk.

5. In the event Applicant abandons the Project and upon written request from Applicant directed to City's Director of the Planning Department, City will terminate or suspend performance of work by Consultant under the contract between City and Consultant. Applicant shall pay City for all costs incurred by City pursuant to its contract with Consultant and for all administrative and actual costs incurred by City.

6. Applicant shall not communicate with or discuss any matters relating to the preparation of environmental documentation with Consultant without prior approval from City's Director of the Planning Department or his duly authorized representative. Applicant shall address all questions regarding scheduling, content or distribution of the environmental documentation, or any related matters, to City staff, and not to Consultant. The purpose of this provision is to ensure that the environmental documentation is objective and is prepared on behalf of City, and not a document prepared for purposes of advocating approval of the Project.

7. Applicant hereby acknowledges and agrees as follows:

(a) City has sole discretion to select which of its employees are assigned to work on Applicant's applications;

(b) City has sole discretion to determine which persons City will hire as employees, contractors, and Consultant to work on the Applicant's applications.

(c) City has sole discretion to direct the work and evaluate the performance of the employees, contractors, and Consultant whom the City hires to work on Applicant's applications, and City retains the right to terminate or replace at any time any employee, contractor, or Consultant who is assigned to work on Applicant's applications.

8. City and Applicant hereby acknowledge and agree that processing of Applicant applications is not contingent on the hiring of any specific contractor or consultant.

9. City and Applicant hereby acknowledge and agree that the Applicant's duty to reimburse the City is not contingent upon the City's approval or disapproval of the Project or upon the result of any action of the City.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties thereto with respect to the subject matter of this Agreement. City and Applicant acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.

11. Amendment. This Agreement may only be amended by a written document signed by the parties thereto.

12. Interpretation. This Agreement is deemed to have been prepared by all 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 contracts under the laws of the State of California.

13. Litigation; Recovery of Fees and Costs. In the event that City is required to initiate litigation to enforce this agreement or collect any sum due hereunder, the City shall be entitled to recover its reasonable attorneys fees and costs of suit should the City prevail.

14. Assignment. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, successors, and assigns of the parties. Notwithstanding the foregoing, any reimbursement rights hereunder shall remain with Applicant unless Applicant specifically assigns those rights to a successor by a written assignment delivered to City. Applicant may assign its rights and transfer its obligations under this Agreement only with City's prior written consent, which shall not be unreasonably withheld or delayed. Immediately upon the granting of such consent and City's receipt of a duly executed assignment and assumption agreement by Applicant and Assignee in accordance with the requirements of this Agreement, Applicant shall be released from all liability and obligations hereunder.

15. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Applicant warrants and represents that he or she has the authority to execute this Agreement on behalf of Applicant and has the authority to bind Applicant to the performance of its obligations hereunder.

CITY OF AGOURA HILLS:

By: \_\_\_\_\_  
William Koehler, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee  
City Attorney

APPLICANT:

Conrad N. Hilton Foundation  
30440 Agoura Road  
Agoura Hills, CA 91301

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Conrad N. Hilton Foundation  
30440 Agoura Road  
Agoura Hills, CA 91301

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

**[Signature of two corporate officers required]**

## **Exhibit A**



**Rincon Consultants, Inc.**  
180 North Ashwood Avenue  
Ventura, California 93003  
  
805 644 4455  
FAX 644 4240  
  
info@rinconconsultants.com  
www.rinconconsultants.com

April 27, 2018  
Rincon Project No. 18-05909

Allison Cook, AICP  
Assistant Planning Director  
Planning Department  
City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301

**Subject: Cost Estimate to Prepare the Hilton Foundation Headquarters SEIR**

Dear Allison:

This letter provides a cost estimate to prepare a Subsequent Environmental Impact Report (SEIR) for the modified Hilton Foundation Headquarters. The modified project involves changes to Phases II and III of the four-phase development program described in the Final EIR that was certified in 2011. The modified project would involve the development of 57,655 square feet of office space and a 1,967-square foot maintenance facility in Phase II and an additional 8,438 sf of amenity space in Phase III. The modified project would focus development on the northeastern portion of the project site, leaving the southern and western portions undeveloped. Development during modified Phase II would occur primarily in the existing surface parking lot footprint, as well as within the area of the existing maintenance building northeast of the Phase I building. Development for the modified Phase III would be developed as an expansion of the Phase II maintenance building, in the area currently occupied by the cloister garden.

## **Scope of Work**

To the degree possible, the SEIR will rely on data information from the certified Final EIR as well as applicant-prepared technical studies for the modified project. However, these studies will all be peer reviewed to verify their accuracy and completeness and augmented as necessary. Biological and cultural resource impacts will be field verified by Rincon in-house experts. We have assumed that the information in the applicant-prepared technical studies is generally accurate, but have included sufficient budget to perform needed additional analysis, including re-calculation of such items as air pollutant/greenhouse gas emissions, noise, and utility demands. We have assumed that the City will peer review the applicant-prepared traffic study to verify its accuracy and completeness.

The tasks needed to complete the SEIR process include:

1. Peer review applicant-prepared technical studies and prepare a brief memorandum summarizing our findings
2. Prepare the Initial Study and issue a Notice of Preparation (NOP)
3. Prepare the Administrative Draft SEIR, which will include:



- Executive Summary
  - Introduction
  - Project Description
  - Environmental Setting
  - Environmental Impact Analysis (assumed to address all six issues studied in detail in the certified Final EIR)
  - Other CEQA Issues Analysis (Growth Inducement, Energy)
  - Alternatives Analysis (up to 3 alternatives)
4. Prepare the Draft SEIR, incorporating City comments on the Administrative Draft SEIR
  5. Prepare the Final SEIR, including responses to comments and the mitigation monitoring and reporting plan (MMRP)
  6. Attend up to 4 public hearings on the project
  7. Perform project management/coordination (including preparation of the Notice of Preparation and AB 52 Native American consultation letters)

The Initial Study will address all issues on the CEQA environmental checklist. The Initial Study and SEIR will use buildout of the approved Hilton Foundation Headquarters as the baseline for analysis, comparing the impacts of the modified project to those of the approved project. As noted above, information and text from applicant-prepared technical studies will be incorporated into the SEIR as appropriate. We have assumed that the SEIR will focus on the six issues studied in detail in the Final EIR plus air quality. Issues to be studied include:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Geology
- Greenhouse Gas Emissions
- Hydrology and Water Quality

We have included air quality in the SEIR scope because of the potential for additional temporary construction-related air quality impacts due to the need for increased excavation and soil hauling as compared to what was considered in the Final EIR.

## **Cost Estimate**

The table on the following page summarizes our estimated costs to complete the SEIR work program. We estimate the costs to complete the SEIR at \$82,820. This estimate includes all of the tasks described above. We have budgeted 42 hours to respond to public comments on the Draft SEIR. Rincon will prepare the NOP and NOD, but have assumed that City staff will handle document mailing, newspaper publication, and posting, and that either the City or applicant will pay applicable filing fees.





**City of Agoura Hills**  
**Hilton Foundation Headquarters SEIR**

**Cost Estimate**

Tasks	Cost	Rincon	Rincon Consultants						
		Labor Hours	Principal II \$230/hour	Principal I \$215/hour	Prof. IV 135/hour	Prof. II \$105/hour	Tech. Editor \$105/hour	Graphic Designer \$95/hour	Production/Clerical \$80/hour
1. Peer Review Applicant-Prepared Technical Studies	\$6,800	48	8	4	12	20		4	
2. Initial Study-NOP	\$5,500	48	2	2	6	24	4	4	6
3. Administrative Draft SEIR									
Summary	\$995	8	1		1	6			
Introduction and Environmental Setting	\$2,010	17	1		4	8	2	2	
Project Description	\$2,940	22	2		14		2	4	
Environmental Impact Analysis									
Aesthetics	\$4,090	36	2		4	22	2	6	
Air Quality	\$3,960	30	2	4	4	18	2		
Biological Resources	\$4,570	36	2	4	4	22	2	2	
Cultural Resources	\$3,290	2	2		4	18	2	2	
Geology	\$3,750	30	4		4	18	2	2	
Greenhouse Gases	\$3,960	30	2	4	4	18	2		
Hydrology/Water Quality	\$3,290	28	2		4	18	2	2	
Alternatives (3)	\$3,770	32	2	2	6	20	2	2	
Other CEQA Discussions	\$1,580	13	1		3	8	1		
4. Draft SEIR	\$9,240	72	8	4	18	26	4		12
5. Final SEIR									
Responses to Comments	\$5,660	42	6	2	10	20	2	2	
Mitigation Monitoring and Reporting Plan	\$1,205	10	1		1	8			
Final SEIR Publication	\$2,590	24	2		4	6			12
6. Public Hearings (4)	\$5,840	32	16		16				
7. Project Management/Coordination	\$8,080	52	16		24	8			4
<b>Subtotal Labor</b>	<b>\$76,320</b>	<b>562</b>	<b>74</b>	<b>20</b>	<b>135</b>	<b>268</b>	<b>31</b>	<b>28</b>	<b>34</b>

Additional Costs	
Printing (30 copies of DEIR, 20 copies of Final SEIR)	\$5,000
Supplies and Miscellaneous Expenses	\$1,500
<b>Subtotal Additional Costs</b>	<b>\$6,500</b>

<b>TOTAL LABOR PLUS ADDITIONAL COSTS</b>	<b>\$82,820</b>
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**Schedule**

We anticipate that the SEIR can be completed based on the timeline shown below:

- Applicant study peer reviews to be completed within 2 weeks of project kickoff
- Draft Initial Study-NOP to be completed within 1 week of completion of peer reviews
- Final Initial Study-NOP to be circulated within 1 week of receipt of City comments on the draft Initial Study
- Administrative Draft SEIR to be completed within 5 weeks of circulation of the Initial Study-NOP
- Draft SEIR to be circulated for public review within 2 weeks of receipt of final City comments on the Administrative Draft SEIR
- Administrative Final SEIR (including draft Responses to Comments and MMRP) to be completed within 2 weeks of the close of the Draft SEIR circulation
- Final SEIR to be completed within 1 week of receipt of final City comments on the Administrative Final SEIR

Based on the above timelines and assuming 2-week reviews of internal work products, we believe the SEIR process can be completed within about 6-7 months.

\*\*\*\*\*



Thanks for the opportunity to work with the City on this project. If you have any questions or require additional information please contact me.

Sincerely,  
**RINCON CONSULTANTS, INC.**

Joe Power, AICP CEP  
Principal/Vice President