

REPORT TO CITY COUNCIL

DATE: SEPTEMBER 23, 2014

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER *GR*

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

SUBJECT: AGREEMENT WITH PLANNING PLUS FOR PREPARATION OF AN ANNEXATION FEASIBILITY STUDY

The purpose of this item is to seek City Council approval for the City to enter into an Agreement for Consultant Services with Planning Plus for consulting services to prepare an Annexation Feasibility Study. Staff is requesting that the City Council approve an agreement with Planning Plus on a time-and-materials basis for a not-to-exceed fee of \$17,600. The Agreement cost would be paid for by monies already allocated in the General Fund.

The project involves assisting the City in determining if additional lands should be included in the City's Sphere of Influence (SOI), and possibly annexed to the City. The primary purpose is to assess the feasibility of annexing a variety of sites from technical, political, financial, and environmental standpoints; identify issues to consider (constraints and opportunities) if annexation is pursued to use in determining if annexation is desired; identify steps to preparing an annexation application to the Local Agency Formation Commission (LAFCO) (necessary technical reports, etc.); and, upon City determining which sites to pursue, provide assistance to City staff on the SOI amendment/annexation application preparation and LAFCO process.

More specifically, Planning Plus would conduct the following tasks:

- Evaluate feasibility and eligibility for SOI/annexation of each candidate site.
- Determine range of benefits and risks related to annexation of each site.
- Define potential entitlement and processing options, including the need for financial and environmental analyses.
- Assist City staff in LAFCO applications through input and review of planning documents; coordination of the annexation process and schedule, etc.

Note that City staff will be responsible for preparing the LAFCO applications, with guidance from the Consultant, and the scope of this Agreement does not include conducting environmental analysis per the California Environmental Quality Act [CEQA]

or detailed financial and municipal services analyses. Those tasks would need to be completed by City staff and/or other consultants.

The work products would be in the form of reports with supporting graphics, with the exception of the assistance with LAFCO applications, where the product would be in the form of reviewing and commenting on City staff products and providing guidance.

A Request for Proposals was distributed to several qualified firms in August 2014. Two proposals were received, and City staff interviewed both firms. Planning Plus was found to be the most qualified. Moreover, Planning Plus' cost to complete the work was lower than that of the other firm, and the work would be completed months ahead of the other firm.

This Agreement has been reviewed and approved as to form by the City Attorney.

RECOMMENDATION

Staff respectfully recommends the City Council approve the Agreement for Consultant Services with Planning Plus on a time-and-materials basis for a not-to-exceed fee of \$17,600.

Attachment: Agreement for Consultant Services

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

NAME OF CONSULTANT:	Planning Plus
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Melanie Doran Traxler
CONSULTANT'S ADDRESS:	2701 Prospect Avenue La Crescenta, CA 91214
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Allison Cook
COMMENCEMENT DATE:	September 24, 2014
TERMINATION DATE:	September 23, 2015
CONSIDERATION:	Contract Price Not to Exceed: \$17,600

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND PLANNING PLUS**

THIS AGREEMENT is made and effective as of September 24, 2014, between the City of Agoura Hills, a municipal corporation ("City") and Planning Plus ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 24, 2014, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 23, 2015, 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 seventeen thousand six hundred dollars and zero cents (\$17,600.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within

thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

6. DEFAULT OF CONSULTANT

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

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

7. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall

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

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

8. INDEMNIFICATION

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

9. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

3) Worker's Compensation insurance is required only if Consultant employs any employees. Consultant warrants and represents to the City that it has no employees and that it will obtain the required Workers Compensation Insurance upon the hiring of any employees.

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

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and

volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1) The City, its officers, officials, employees and volunteers are to be covered 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.

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

F. Verification of Coverage. Consultant shall furnish the City with original endorsements, 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.

G. 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

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located

within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

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

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

To Consultant: Melanie Doran Traxler
Planning Plus
2701 Prospect Avenue
La Crescenta, CA 91214

14. ASSIGNMENT

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

15. LICENSES

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

16. GOVERNING LAW

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

17. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-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:

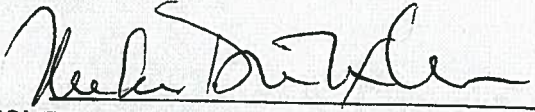
Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Melanie Doran Traxler
Planning Plus
2701 Prospect Avenue
La Crescenta, CA 91214
Tel.: 818-248-7158

By: 
Name: _____
Title: Principal

By: na (sole proprietor)
Name: _____
Title: _____

[Signatures of Two Corporate Officers Required]

EXHIBIT A
TASKS TO BE PERFORMED



**ATTACHMENT A
SCOPE OF WORK
August 28, 2014 (revised)**

CITY OF AGOURA HILLS – ANNEXATION FEASIBILITY STUDY

Project Understanding, Approach and Schedule

Our understanding of the project, based upon review of the Request for Proposal (RFP) and discussion with staff, is that the City of Agoura Hills desires to explore annexation options and develop a strategy to initiate annexation proceedings through the Los Angeles County Local Agency Formation Commission (LAFCO) of up to 5 candidate annexation sites totaling approximately 627 acres located easterly of the current City limit and outside the existing sphere-of-influence. The tasks presented in this proposal are based on our understanding of the project as well as our familiarity with LAFCO procedures, the planning process and annexation projects.

This scope of work includes professional services to evaluate the feasibility of annexation and develop a processing strategy. If required, the scope also includes an allowance toward completing and compiling the LAFCO application(s), as well as assistance with processing City-initiated entitlements (related to the annexation process) before the City decision makers. It is anticipated that the City will take an active role in processing the City-initiated components. The extent to which additional technical support may be needed to prepare technical documents (i.e., engineering studies, fiscal analysis, and property survey report) required for application processing, which will be defined through the following tasks. However, costs for completing any such studies are not included in this scope of work.

This scope of work identifies an approximate 10-day deliverable date for Task 1.0, and an approximate 15-day deliverable for Task 2.0 from the date of direction/feedback of Task 1.0. Task 3.0 will be completed within 10 days or receipt of direction on Task 2.0. The completion of Task 4.0 will be as determined by the City based on an approved master processing schedule.

Work Program

Task 1.0 Annexation Feasibility Assessment

Although the City has considered a preliminary annexation strategy, Planning PLUS/P+ (P+) will revisit the annexation issues in the context of long-range planning goals, compliance with LAFCO regulations, ancillary processing requirements, schedule criteria, and other similar considerations.

During this task, P+ will meet with City staff to clarify the candidate area boundaries and document background details on the relationship of those areas to the City. Early discussions with staff will also include review of community concerns and history of political issues, services and development proposals for the study areas.

P+ will evaluate eligibility of each candidate area for annexation based on current LAFCO regulations (i.e., *Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000*, Government Code Sections 56000 *et seq.*) and existing condition of the properties.



It is anticipated that the City will provide P+ with site/parcel data obtainable from the Los Angeles County Assessor files, including parcel identification, ownership and acreage information, and assist with identification of existing services and access characteristics for the study areas. P+ will consolidate this information into a database-compatible spreadsheet, which will serve as a key tool for reference and feasibility analysis. The City's assistance with obtaining parcel-level digitized shape files is also anticipated.

Work products developed during this task are to include a database/master spreadsheet (in Excel format) of the annexation properties and a Memorandum expressing our preliminary opinion and assessment of the feasibility to annex each of the 5 candidate areas. It is intended that the Memo will be reviewed with City staff and used as a tool to identify topics for further evaluation (under Task 2.0). The outcome of this review should also confirm the extent that ongoing efforts should/could proceed and/or identify any significant adjustments to the candidate areas (if appropriate).

Task 2.0 Issues and Opportunities

Building from preliminary information compiled during Task 1.0, P+ will drill further into potential processing issues and clarify the range of benefits and risks related to potential annexation of each of the 5 candidate areas.

A critical aspect of this task will be to work through potential pre-zoning options (i.e., whether to adopt County zoning standards or convert properties to City zoning). In depth review of issues will include coordination with the County to ascertain status of previous and pending permits, code enforcement items and existing development within candidate annexation areas so that potential for non-conforming properties and transition of permit history can be addressed within the overall process strategy.

Another critical focus will be to evaluate the status of municipal service plans and existing service districts to determine opportunities based on capacity and outline a plan for accommodation of future services to the candidate areas. The assessment will also evaluate the potential for creating "islands" under the definition of LAFCO in order to avoid processing issues.

Work products developed during this task will include a Memorandum and accompanying Issues/Opportunities Report that will outline key issues and potential hurdles due to physical or service constraints within the study area. As appropriate, the Memorandum will suggest potential solutions or processing considerations tailored to the unique issues for each of the 5 candidate areas. The database of annexation properties developed under Task 1.0 will be refined and expanded to incorporate additional information obtained through this task. The database will be used to assist in quantifying statistical information to support conclusions of the Issues/Opportunities Report.

Work products provided under this task will be used as a discussion tool with City staff to refine reorganization objectives, establish priorities and identify processing goals, should the City choose to move forward with annexation of one or more of the candidate areas.

Task 3.0 Options and Annexation Strategy

Building from the knowledge gained through Tasks 1.0 and 2.0, the primary objective of this task is to define potential entitlement and processing options that offer flexibility for



accomplishing the City's goals and objectives (as defined under Task 2.0).

A key outcome of Tasks 1.0 and 2.0 will be to resolve and clarify the less obvious nuances of the annexation process, including requests related to affected agencies or districts and relationship of landowners and consent process. This important step will facilitate consistency between the City entitlement, LAFCO application, and environmental documentation processes.

The evaluation will outline the role of other regulatory permit requirements, fiscal analysis or environmental review that may be required, specifically to the extent that they may help define and/or clarify the annexation process and influence the cost and schedule for implementation of the annexation strategy. P+ will summarize options in a memorandum (intended for internal use by the City). This memorandum can be used as a discussion tool to clarify the project description, refine process and schedule, and assist in coordinating roles of amongst staff and team members.

Task 4.0 City Entitlements and LAFCO Application

This scope assumes that City staff (or their designee) will be primarily responsible for preparation, processing and daily management of the City's entitlement documents related to the proposed annexation, including revised planning documents, maps, notices, staff reports, technical studies and environmental documentation. However, P+ will provide assistance including: input and review of planning documents and staff reports; coordination of the annexation process and schedule; and other related tasks as requested.

Project Description and Master Schedule - Incorporating the City's input of annexation/entitlement options, P+ will draft the project description, statement of project objectives and consistency evaluation with the zoning code. The project description will serve as the key informational component used to complete the LAFCO applications and dual as a coordinating document for related document preparation (i.e., public notices, CEQA documentation, pre-zoning processing, etc.).

Prepare LAFCO Application - P+ will review the State LAFCO regulations (e.g., the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000) and applicable Los Angeles County LAFCO guidelines to prepare a preliminary application to initiate proceedings for a change of organization affecting the easterly boundary of City of Agoura Hills.

The culmination of this task will be a completed preliminary application for City signature, including required attachments, ready for submittal to the LAFCO. Unless specifically tasked with such efforts under Task 4.0, this scope of work assumes that the City is responsible for all application, notification and recording fees, as well as specific specialized studies, documents and maps, including the legal description and boundary map, fiscal analysis, environmental documentation, and property owner/agency agreements, etc. P+ will coordinate with the City to receive and compile the appropriate documents necessary to accompany the LAFCO application.

The task includes an allowance of hours to conduct general pre-application coordination with LAFCO staff, research and respond to application questions, complete and compile the application forms and organize required attachments, and coordinate preliminary responses with City staff. The estimated hours assumes that most information required for the application will be generally accessible with the assistance of City staff.



While an initial allowance of hours is provided for this task to establish a budget under this scope/proposal, P+ is available to take on greater involvement (i.e., in preparation, management or coordination) with aspects related to this task, and can provide that service on a time and materials or negotiated cost basis, as authorized. Further, it is generally assumed under this scope that a single LAFCO application would be filed. If multiple applications are required, P+ would assist with either a single application or multiple applications to the extent practical within the budgeted hour allowance.

Task 5.0 Meeting Support and Attendance

It is intended that coordination with City staff will be on-going through out completion of Tasks 1.0 through 4.0, and that routine conference calls and informal meetings are incorporated into the scope and budget assumptions for those tasks. However, it is anticipated that formal meetings before the City's decision makers, an advisory committee or outside agency may be required at key decision points within the annexation feasibility assessment process. For example, it is anticipated that upon completion of Task 3.0, the findings of the feasibility assessment and recommendation for annexation strategy⁷ would be presented before City Council to seek direction on whether or how to proceed with annexation. This scope of work includes an allowance for attendance at up to three such formal meetings, as deemed necessary in coordination with staff.

Task 6.0 Graphics and Mapping Support

An allowance is included for preparation of graphics and diagrams to accompany reports under Tasks 1.0 through 3.0, and general figures in association with the project description under Task 4.0. To the extent feasible, these costs will be minimized through coordination with available City services and/or graphic-source resources available to the City.

Direct Costs and Reimbursable Expenses

An allowance is included to cover reproduction/copy costs, routine postage and deliveries, and mileage/travel in association with the scope of services described in Tasks 1.0 through 4.0 above.

GIS, Graphics and Technical Support

Geographic Information System (GIS) services are not included within this scope and the work plan assumes that P+ will have access to the City's assigned GIS technician for development of final maps that rely on GIS configuration. It is assumed parcel shape files, along with zoning and land use plan layers, will be made available to P+ for the feasibility assessment and for utilization in creation of graphics in the context of Task 6.0. Should the City need assistance with preparation of GIS-based mapping and geo-referenced data fields, P+ can assist the City with procuring and overseeing these resources under an amended task order.

City Staff and Consultant Utilization

P+ anticipates working closely with City staff. City input will be required throughout the process and certain information items may be required of various City departments to ascertain feasibility. P+ will work independently to develop the analyses and observations described herein, but anticipates that ultimately this is a City process and encourages ongoing staff involvement.



Schedule

This scope of work identifies an approximate 10-day deliverable date for Task 1.0, and an approximate 15-day deliverable for Task 2.0 from the date of direction/feedback of Task 1.0. Task 3.0 will be completed within 10 days or receipt of direction on Task 2.0. The completion of Task 4.0 will be as determined by the City based on an approved master processing schedule.

Cost Summary

The work program is defined under four key tasks, including preliminary assessment of feasibility, in depth consideration of opportunities and constraints, development of processing options, and assistance with processing city entitlements and preparation of LAFCO applications. Tasks 1.0 through 3.0 are estimated based on a time and materials estimated at an average billing rate of \$100/hour and are provided as a "not-to-exceed" cost for those tasks. Task 4.0 establishes an allowance of up to 68 hours to be billed on a time-and-materials basis at the discretion of and to be coordinated with the City's designated project manager. The cost estimate also includes an allowance of \$1,000 for graphics support (based on 20 hours at an average rate of \$50/hour) under Task 6.0, and \$200 for direct costs related to the reasonable completion of the tasks as identified. This cost allowance does not include application or filing fees, or costs for mass reproduction or mailing of notices. Finally, an allowance of 12 hours is provided in anticipation of attendance at up to 3 formal meetings (including workshops, hearings or agency meetings).

Overall, an estimated 148 professional hours are anticipated to complete these tasks for a total not-to-exceed cost of \$16,000. It is recommended that the City establish a ten percent contingency allocation to cover minor unanticipated events or scope adjustments for a total proposed cost of \$17,600 (164 hours). Project costs are based on an average billing rate of \$100 per professional hour.

<u>Task</u>	<u>Task Description</u>	<u>Hours</u>	<u>Budget</u>
1.0	Annexation Feasibility Assessment	16	\$ 1,600
2.0	Issues and Opportunities	40	\$ 4,000
3.0	Options and Annexation Strategy	12	\$ 1,600
4.0	City Entitlements and LAFCO Application	68	\$ 6,800
5.0	Meeting Support and Attendance	12	\$ 1,200
6.0	Graphics and Mapping Support (20 graphic hours)	--	\$ 1,000
	Direct Costs and Reimbursable Expenses	(Allowance)	\$ 200
	TOTAL	148	\$ 16,000
	<i>Suggested Contingency at 10% of Total Estimate</i>	16	\$ 1,600
	TOTAL + CONTINGENCY	164	\$ 17,600