


## REPORT TO CITY COUNCIL

**DATE:** MAY 10, 2017

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

**FROM:** GREG RAMIREZ, CITY MANAGER 

**BY:** ALLISON COOK, ASSISTANT PLANNING DIRECTOR *ac*

**SUBJECT:** AGREEMENT WITH PLANNING PLUS FOR ANNEXATION CONSULTING SERVICES

---

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 to evaluate the potential for annexation. 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 \$10,845. The agreement cost would be paid for by monies already allocated in the General Fund.

At its meeting on January 25, 2017, the City Council discussed potential areas for annexation along the City's eastern and southeastern borders. City Council identified several tasks for staff to pursue, including further evaluation of some of the potential annexation areas. The work to be completed by Planning Plus consists of assisting staff in one of these tasks - evaluating the potential for annexation protest, and therefore the probability for a successful annexation application, in the areas considered by the City Council at its meeting on January 25, 2017. This includes assessing the number of registered voters and land valuation of the particular parcels, and identifying and analyzing scenarios that combine more than one location in an annexation proposal. The work products would be in the form of reports and tables, with supporting graphics.

On September 23, 2014, the City Council approved an Agreement for Consultant Services with Planning Plus for a total not-to-exceed price of \$17,600 to initially explore the potential for annexing areas adjacent to the City. Of this total, \$11,750 has been spent. The currently proposed Agreement for Consultant Services for a total \$10,845 is for an additional task, as listed above.

City staff has been working with Planning Plus the past three years, and has been pleased with the firm's work to date. Staff is confident that Planning Plus will continue to provide thorough, high-quality work.

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 \$10,845.

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:	May 11, 2017
TERMINATION DATE:	May 10, 2018
CONSIDERATION:	Contract Price Not to Exceed: \$10,845

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

**THIS AGREEMENT** is made and effective as of May 11, 2017, 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 May 11, 2017, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 10, 2018, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of one year upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

### **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. Any terms in Exhibit A other than the payment rates and schedule of payment are null and void. This amount shall not exceed ten thousand eight hundred forty-five dollars and zero cents (\$10,845.00) ("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.

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

5) 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**

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**

\_\_\_\_\_  
Denis Weber,  
Mayor

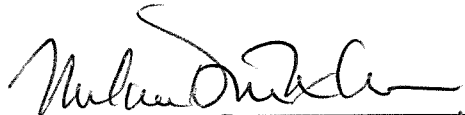
ATTEST:

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

APPROVED AS TO FORM:

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

**CONSULTANT**

By:   
Name: Melanie Doran Traxler  
Title: Principal

By: NA (sole proprietor)  
Name:  
Title:

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

**EXHIBIT A**  
**SCOPE OF WORK**



**ATTACHMENT A**  
**SCOPE OF WORK – EXTENDED STUDY**  
**March 27, 2017 (rev. 4/5/17)**

**CITY OF AGOURA HILLS – ANNEXATION FEASIBILITY STUDY**  
**AMENDED SCOPE FOR OUTCOME STUDY**

**Project Understanding, Approach and Schedule**

The City of Agoura Hills continues to explore annexation options and consider whether to initiate annexation proceedings through the Los Angeles County Local Agency Formation Commission (LAFCO). Preliminary data and analysis was considered for numerous candidate areas under a previous stage of the annexation feasibility study. To resolve questions raised through initial feasibility review, the City desires to evaluate possible outcome results, if community support is divided, for varied combination scenarios of four candidate annexation sites. The current study (considered under this proposal) would take into account more recent data and the City Council's direction provided in January 2017. The City desires additional information in order to gain a better understanding of the probability for a successful application and the risk of protest. Collectively referenced as Task 8.0, tasks related to this effort are discussed below.

**Work Program**

**Task 8.1      Data Assimilation and Refinement**

The purpose of this task is to prepare and format the database in preparation for evaluation and comparison of various annexation scenarios in order to predict possible support or protest outcomes. The resultant of this task is to create a data set and testing tool that anticipates potential outcomes for varied annexation scenarios involving four candidate areas. This task will utilize and build from information previously compiled under Tasks 1 through 3. More specifically, the effort under this task will include:

- Refine and enhance the database format (within the master spreadsheet in Excel);
- Develop geo-referenced components of the database in order to create base maps using geographic information system (GIS) software to assist with the visual display and analysis of relevant data;
- Develop and update relevant data fields (i.e., land valuation, voter registration, poll results, property attributes, household characteristics, etc.) that affect prediction assumptions; and
- Update and streamline the model functions (created in Excel) and create a standardize "form" to display analysis results for each scenario evaluation in a table format (note: previous evaluations conducted required manual manipulation of data to reach results; model revisions under this task will be geared toward a semi-automated evaluation to simplify the process and offer greater flexibility to evaluate multiple combinations of candidate area scenarios and address changing variables).

**Deliverable:** The work product from this task will be an updated database consisting of a master spreadsheet (in Excel) and mapping shape-files (GIS compatible), each addressing detail to the parcel-lot level for each of the four target candidate areas (i.e., Areas C, modified D, E and CCI). A draft basemap and data display will be provided to the City for review and approval. City input will be incorporated and



the basemap and datasets finalized for use under Task 8.2. One round of review is anticipated.

### **Task 8.2 Scenario Outcomes Assessment**

Because the annexation process would involve a commitment of City resources and staff time, the decision to initiate annexation proceedings is not taken lightly. Understanding that community and landowner support for annexation may be divided and variable, an analysis of the potential outcomes will be completed to inform the City relevant to annexation objectives. The analysis will apply the Cortese-Knox-Hertzberg Local Reorganization Action criteria (i.e., Section 57075) for protest to evaluate multiple outcome scenarios.

The updated database (see Task 8.1) will be used to assist in quantifying statistical information and evaluate the probability of community support and potential risk of protest to an application for annexation, taking into account a range of factors related to the landowners, the consent process, and other pertinent issues. This task assumes analysis of four candidate areas (i.e., Areas C, D, E and CCI) and evaluation of up to six combinations scenarios involving those candidate areas. P+ will coordinate with staff to define the combination scenarios. However, for scoping purposes, each combination scenario is anticipated to utilize Area C as a base assumption, and include that area in varied combinations with Areas D (as modified), E and CCI.

**Deliverable:** A Memorandum report will be prepared that summarizes the results of the scenario outcome assessments. The report will include a statistical sheet and map for each scenario assessed. A draft Memorandum will be provided to the City for review and approval. City input and comments will be incorporated and the Memorandum finalized. One round of review is anticipated.

### **Task 8.3 Meeting Support and Attendance**

Attendance at meetings before the advisory committee and/or the City Council is anticipated. This scope of work includes an allowance for attendance at up to two such meetings, including related meeting preparation and coordination (which may include conference calls to coordinate with City team or preparation of presentation materials).

**Deliverable:** Attendance at up to two meetings, and an allowance of two hours for pre-meeting preparation, presentation materials and/or coordination.

### **Schedule**

Schedule will be coordinate with the City. However, a minimum one week would be required to complete Task 8.1 and a minimum two weeks would be required to complete Task 8.2.



**Cost Summary**

An estimated 92 professional hours are anticipated to complete these tasks for a total not-to-exceed cost of \$9,860. This includes up to six combination scenario runs under Task 8.2, in addition to scenario runs (for comparison) for each of the individual four candidate areas. Finally, an allowance of 8 hours is provided for attendance at up to 2 meetings, plus an allowance of 2 hours for meeting preparation. A ten percent contingency allocation is recommended to cover minor unanticipated events or scope adjustments for a total proposed cost of \$10,845 (101 hours). Project costs are based on an average billing rate of \$105 per professional hour.

<b><u>Task 8.0</u></b>	<b><u>Task Description</u></b>	<b><u>Hours</u></b>	<b><u>Budget</u></b>
8.1	Data Assimilation and Refinement	36	\$ 3,780
8.2	Scenario Outcomes Assessment	46	\$ 4,830
8.3	Meeting Support and Attendance (allowance)	10	\$ 1,050
	Direct Costs and Reimbursable Expenses (allowance)		\$ 200
	<b>TOTAL</b>	<b>92</b>	<b>\$ 9,860</b>
	<i>Suggested Contingency at 10% of Total Estimate</i>	<i>9</i>	<i>\$ 985</i>
	<b>TOTAL + CONTINGENCY</b>	<b>101</b>	<b>\$ 10,845</b>

The initial scope of work (August, 2014) included an allowance toward completing and compiling LAFCO application(s), as well as assistance with processing City-initiated entitlements (related to the annexation process) before the City decision makers. However, those tasks were deferred and budget under the original contract was re-assigned toward expanded and ongoing evaluation of Options and Annexation Strategy. A balance of \$5,850 remains under the original contract that can be applied toward the current tasks.