

## REPORT TO CITY COUNCIL

**DATE:** MAY 12, 2021

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

**FROM:** NATHAN HAMBURGER, CITY MANAGER

**BY:** DENICE THOMAS, COMMUNITY DEVELOPMENT DIRECTOR  
ALLISON COOK, ASSISTANT PLANNING DIRECTOR

**SUBJECT:** APPROVAL OF AN AGREEMENT FOR CONSULTANT SERVICES WITH  
MIG FOR THE CITY OBJECTIVE STANDARDS UPDATE PROJECT

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The purpose of this item is to seek City Council approval for the City to enter into an Agreement for Consultant Services with MIG for the City Objective Standards Update Project for \$106,500. The project consists of preparing objective design and development standards for the City General Plan and Zoning Ordinance.

As you may be aware, the State Housing Accountability Act and Senate Bill 330 (Housing Crisis Act of 2019) require some potential housing and mixed-use development projects in the City to be reviewed for compliance with only design and development standards that are objective in nature. An objective standard is often quantifiable and very specific. This project would recast portions of the General Plan and Zoning Ordinance such that identified standards are objective.

Planning Division staff distributed a Request for Proposals from planning and architectural design firms to prepare the City Objective Design Standards Update in October 2020. Staff interviewed three firms. The consulting firm MIG was selected to enter into Agreement negotiations due to staff experience on similar projects, understanding of the scope of work requested by the City, and approach to the various tasks.

Work under the Agreement would be performed on a time-and-materials basis. Funds would derive from the General Fund, and includes grant monies from the SB2 Planning Grant we received. The purpose of the SB2 Planning Grant is to help cities prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production. Approval and execution of the Agreement will allow us to revise the General Plan and the Zoning Ordinance in accordance with the purpose and intent of the SB2 Planning Grant.

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

## **RECOMMENDATION**

Staff recommends the City Council approve an Agreement for Consultant Services with MIG on a time-and-materials basis for a total not-to-exceed fee of \$106,500.

Attachment: Agreement for Consultant Services with MIG (with Exhibits A and B)

AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: MIG

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Laura Stetson

CONSULTANT'S ADDRESS: 537 S. Raymond Avenue  
Pasadena, CA 91105

CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager

PREPARED BY: Allison Cook

COMMENCEMENT DATE: May 13, 2021

TERMINATION DATE: November 12, 2022

CONSIDERATION: Contract Price  
Not to Exceed: \$106,500.00

**ADDITIONAL SERVICES** *(Describe Services, Amount, and Approval):*

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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 MIG**

**THIS AGREEMENT** is made and effective as of May 13, 2021, between the City of Agoura Hills, a municipal corporation ("City") and MIG ("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 13, 2021, and shall remain and continue in effect until tasks described herein are completed, but in no event later than November 12, 2022, 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 B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed one hundred six thousand five hundred dollars and zero cents (\$ 106,500.00) ("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 negligent or willful 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 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 and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be under Consultant's exclusive direction and control. Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. 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.

B. 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 City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. 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 and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

## **11. PERS COMPLIANCE AND INDEMNIFICATION**

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

## **12. 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.

## **13. 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.

## **14. 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: MIG  
537 S. Raymond Avenue  
Pasadena, CA 91105  
Attention: Laura Stetson

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. EXHIBITS**

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

**20. 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.

**21. AMENDMENT OF AGREEMENT**

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

**22. 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:

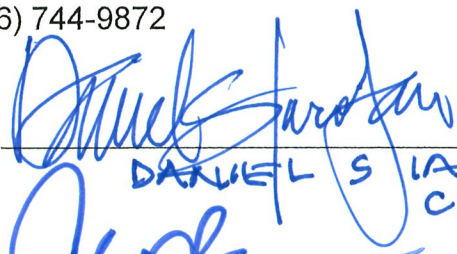
\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
Date Approved by City Council: \_\_\_\_\_

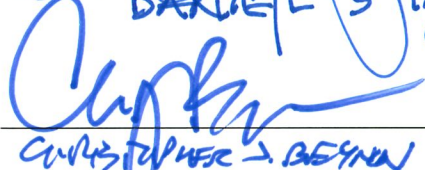
APPROVED AS TO FORM:

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

**CONSULTANT**

MIG  
537 S. Raymond Avenue  
Pasadena, CA 91105  
Attention: Laura Stetson  
Tel. (626) 744-9872

By:   
Name: DANIEL S IACOFANO  
Title: CEO

By:   
Name: CHRISTOPHER J. BEYNON  
Title: VICE PRESIDENT / CHIEF DEVELOPMENT OFFICER

[Signatures of Two Corporate Officers Required]

**EXHIBIT A**

**TASKS TO BE PERFORMED**

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

# Scope of Work

## **TASK 1: PROJECT INITIATION/VIRTUAL KICK-OFF MEETING**

The project will commence with a virtual kick-off meeting after contract execution. The kick-off meeting will focus on initiating the project, confirming the project approach and objectives, discussing desired outcomes for the Objective Design Standards ordinance, refining the project schedule, and determining communication protocols. The kick-off meeting will be designed to accomplish these objectives:

- » Discuss the project schedule
- » Confirm engagement goals and expectations
- » Identify and collect all City resources for existing document review
- » Identify desired outcomes for the Objective Design Standards
- » Confirm team member roles and responsibilities
- » Confirming review process for deliverables

Two MIG staff will participate in the kick-off meeting. Subsequently, the MIG Project Manager will meet with appropriate MIG staff to convey kick-off meeting information. MIG will work with City staff before the kick-off meeting to refine the preliminary scope of working and schedule. MIG staff will prepare the meeting agenda and provide a summary.

### **Task 1 Deliverables:**

- » Kick-Off Meeting Agenda and Summary (electronic)
- » Final Scope (electronic)

## **TASK 2: EXISTING REGULATIONS UPDATE AND BEST PRACTICES MEMORANDUM**

MIG will review existing adopted City regulations and documents, including the General Plan 2035, Zoning Ordinance, and the *Architectural Design Standards and Guidelines*. We will not review any specific plan as part of this work. We will identify policies that are inconsistent with SB 330 and the State Housing Accountability Act. MIG will prepare a concise worksheet listing the inconsistent policies. City staff will use the worksheet to convey its implementation practices, interpretations, and policy for the inconsistent policies. MIG and City staff will conduct one meeting to discuss the City's worksheet input. MIG will provide recommendations for updating City regulations based on the worksheet input. The recommendations will be highlighted in a memorandum. MIG will conduct one meeting to refine the recommendations.

### **Task 2 Deliverables:**

- » Inconsistent Policies Memorandum (electronic)
- » Regulations Recommendations Memorandum (electronic)

## **TASK 3: COMMUNITY ENGAGEMENT**

### **3.1 Workshop #1: City Council/Planning Commission/Design Review/ Community Members**

An interactive virtual workshop with the City Council/Planning Commission/Design Review and community members will be conducted to present the Regulations Recommendations Memorandum (Task 2). This workshop is anticipated to be approximately 90 minutes and will be facilitated by two MIG staff members. Input will be recorded on a digital white board in real time during the workshop. City staff will prepare and coordinate meeting invitations, public notices, and the staff report. MIG will prepare the PowerPoint Presentation, agenda, and workshop summary.



### 3.2 Workshop #2: Draft Objective Design Standards

Workshop #2 will be conducted once the draft objective design standards have been prepared, building on the input from Workshop #1. The draft objective design standards will be presented for community input. MIG will prepare a PowerPoint Presentation, meeting agenda, and summary. Workshop #2 will be facilitated by two MIG staff members; workshop duration will be approximately 90 minutes.

#### Task 3 Deliverables:

- » Workshop Agendas, Presentations, and Summaries (electronic)

### TASK 4: DRAFT ORDINANCE AMENDMENTS

MIG will draft the draft objective design standards based on feedback received during Tasks 2 and 3.

#### 4.1 Comprehensive Draft Outline

MIG will prepare a comprehensive outline identifying content, policy language, and graphics that will need to be created for the draft ordinance. We anticipate structuring the outline to build from the foundation of site design through to architectural detailing. The outline generally will be as follows:

- » Purpose
- » Applicability
- » Definitions
- » Site Planning and Circulation
- » Neighborhood Compatibility
- » Building Design
- » Architectural Building Materials and Treatments
- » Open Space and Landscaping
- » Lighting, Screening, and Other Utilitarian Features

#### 4.2 Administrative Draft Ordinance

MIG will prepare an administrative draft ordinance of the objective design standards based on feedback received from staff on the outline. The City will review the Administrative Draft Ordinance and provide comments to MIG in track-changes format, consolidating all of staff comments. Following receipt of comments, MIG and the City will discuss the administrative draft ordinance and identify any needed refinements for the subsequent draft: the public draft ordinance.

#### 4.3 Public Draft Ordinance

MIG will revise the administrative draft ordinance and prepare a public draft of the objective design standards. The public draft ordinance will be based on direction and commentary from City staff received in Task 4.2. The public draft ordinance will be presented during Tasks 6.1 and 6.2. City staff will provide MIG with an ordinance template.

#### Task 4 Deliverables:

- » Objective Design Standards outline (electronic)
- » Objective Design Standards – Administrative Draft (electronic)
- » Objective Design Standards – Public Draft (electronic)

### TASK 5: GENERAL PLAN AMENDMENT MEMORANDUM

MIG does not envision that significant General Plan amendments will be needed but that only minor tweaks will be appropriate to respond to input and ideas surfaced during the public engagement activities. MIG will review the General Plan elements to determine where goals/policies may be strengthened to build on the current foundation and where policy direction may be missing regarding the objective design standards. We will prepare a memorandum recommending amendments for City staff review. Based on

staff's direction, we will prepare draft General Plan amendments in the form of a final memorandum, the structure of which can easily be converted to the resolution for public hearings. MIG assumes that the City has the original General Plan Word files from which MIG can conduct this task.

**Task 5 Deliverables:**

- » General Plan Amendment Recommendations— Administrative Draft (electronic)
- » General Plan Amendment Recommendations – Final (electronic)

**TASK 6: PUBLIC HEARINGS AND FINAL ORDINANCE**

**6.1 Planning Commission Public Hearing**

MIG will prepare a PowerPoint presentation for the hearings and may attend up to two Planning Commission hearings to present the proposed Zoning Ordinance and General Plan amendments. One MIG staff member will attend the hearings.

**6.2 City Council 1<sup>st</sup> Reading**

MIG will modify the Commission presentation to reflect the recommendations to the City Council. The MIG Principal and/or Project Manager will attend the 1<sup>st</sup> reading hearing.

**6.3 Final Ordinance**

Following City Council direction during the 1<sup>st</sup> reading, MIG will revise the Public Draft Ordinance for the subsequent City Council 2<sup>nd</sup> reading. MIG assumes revisions will be minor in scope and can be prepared for the identified budget. If MIG's participation in the City Council 2<sup>nd</sup> reading or if additional revisions are required, MIG will participate and/or prepare on a time and materials basis with prior written authorization from the City of Agoura Hills.

**Task 6 Deliverables:**

- » Hearing Presentation and Materials (electronic)
- » Final Objective Design Standards Ordinance (electronic)
- » Final General Plan Amendments (electronic)

**TASK 7: PROJECT MANAGEMENT AND COORDINATION**

This task includes biweekly coordination calls throughout the project. In addition to regularly scheduled meetings and calls, it is anticipated that the MIG Project Manager and additional team members, as needed, will participate in ongoing project coordination and communication with the City.

MIG will prepare monthly invoices and brief progress summaries for City staff review and approval. The invoices will include a summary of all staff tasks, time, and direct expenses. The monthly progress summary will identify tasks completed during the previous month and identify upcoming tasks, events, and deliverables for the upcoming month. The progress summary will be formatted as a simple memorandum and attached to monthly invoices. Adjustments to the overall project schedule will occur at least quarterly and not more frequently than every month as part of the progress reports.

**Task 7 Deliverables:**

- » Meeting Summaries of Biweekly Meetings (electronic)
- » Monthly Invoices and Progress Reports

## **SCOPE OF WORK AND BUDGET ASSUMPTIONS**

- » City staff is able to provide MIG with the original General Plan Word files.
- » One round of review is for all presentations, technical documents and memoranda, agendas, workshop materials and summaries, project management materials, unless noted otherwise in the scope of work.
- » Where the scope of work provides for a meeting, one meeting of 90 minutes or less is assumed and will be attended by one MIG team member, unless noted otherwise in the scope of work. Meetings are anticipated to be via teleconference or virtual.
- » City staff comments will be transmitted to MIG in a single comment document using Word's track changes function.
- » All documents will be provided to the City electronically in a Word, PDF, or Excel format.

**EXHIBIT B**  
**PAYMENT RATES AND SCHEDULE**

## BUDGET ESTIMATE

Task	Estimated Cost
1.0 Project Initiation Kick-Off Meeting	\$4,000
2.0 Existing Regulations and Best Practices Memorandum	\$13,000
3.0 Community and Stakeholder	
3.1 Workshop #1	\$11,000
3.2 Workshop #2	\$9,000
4.0 Draft Ordinance and Specific Plan Amendments	
4.1 Comprehensive Draft Outline	\$21,000
4.2 Administrative Draft Outline	\$9,400
4.3 Public Draft Ordinance	\$6,000
5.0 General Plan Amendment	\$8,000
6.0 Public Hearings and Final Ordinance	
6.1 Planning Commission Public Hearing	\$4,000
6.2 City Council 1st Reading	\$3,000
6.3 Final Ordinance	\$3,600
7.0 Project Management and Coordination	\$12,000
Direct Costs	\$2,500
<b>Total</b>	<b>\$106,500</b>

## HOURLY BILLING RATES

Staff	Hourly Rate
Principal Laura Stetson	\$225
Project Manager Lisa Brownfield	\$195
Engagement Principal	\$215
Lead Planner	\$110
Assistant Planner	\$105
Landscape Architect	\$115-\$185
Senior Project Associate	\$120
Project Associate	\$100-\$120
Environmental Services Director	\$180
Senior Environmental Planner	\$165
Air Quality/Noise Specialist	\$205
Senior Analyst/Arch. Resources	\$140
Biological Resource Specialists	\$185
GIS/Graphic Artist	\$100-\$120
Administrative Assistant	\$90