

REPORT TO CITY COUNCIL

DATE: OCTOBER 23, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: DENICE THOMAS, COMMUNITY DEVELOPMENT DIRECTOR
ROBBY NESOVIC, PRINCIPAL PLANNER

SUBJECT: APPROVAL OF AGREEMENT FOR CONSULTANT SERVICES WITH DUDEK FOR THE PREPARATION OF AN OAK TREE ORDINANCE AMENDMENT

The purpose of this item is to seek City Council approval for the City to enter into an Agreement for Consultant Services with Dudek to prepare an amendment to the City's Oak Tree Ordinance. The anticipated cost of consulting services for the Oak Tree Ordinance amendment is \$40,576.60 (See Attachment 1b – Payment Rates and Schedule). In addition to amending the Oak Tree Ordinance, the proposed contract anticipates three public workshops, two Land Use/Economic Development Subcommittee meetings, one Planning Commission meeting and one City Council meeting. This amendment is one of Community Development's goals for the fiscal year, as established by the City Council.

FISCAL IMPACT

The City currently has an agreement with Dudek, the City's Oak Tree Consultant. The current contract with Dudek anticipates \$18,000 per year in costs related to City-initiated projects. In anticipation of the preparation of an Oak Tree Ordinance amendment, \$60,500 was appropriated to Account Number 010-4305-552000 for Oak Tree Consulting Services during the 2024-25 Fiscal Year. The total anticipated cost of Oak Tree Consulting Services during Fiscal Year 2024-2025 is estimated to be roughly \$58,576.60 (\$18,000 + \$40,576.60). Since the Fiscal Year 2024-25 Budget anticipates \$60,500 in Oak Tree Consulting costs, sufficient funds have been appropriated to the 2024-25 Budget. The City Manager has the authority to increase the amount of the contract by up to 10%, in which case staff would evaluate the 2024-25 Budget to determine whether adjustments are necessary. The proposed Agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve an Agreement for Consultant Services with Dudek for the preparation of an Oak Tree Ordinance Amendment on a

time-and-materials basis for a not-to-exceed fee of \$40,576.60, unless a 10% increase is approved by the City Manager.

Attachments:

1. Agreement for Consultant Services with Dudek
 - a. Tasks to be Performed
 - b. Payment Rates and Schedule

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Dudek

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Christopher Kallstrand

CONSULTANT'S ADDRESS: 605 Third Street
Encinitas, CA 92024

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

PREPARED BY: Robby Nesovic

COMMENCEMENT DATE: September 25, 2024

TERMINATION DATE: September 25, 2025

CONSIDERATION: Contract Price
Not to Exceed: \$40,576.60

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|---|
| <p>ADDITIONAL SERVICES (<i>Describe Services, Amount, and Approval</i>):</p> <hr/> <hr/> <hr/> <hr/> <hr/> |
|---|

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND DUDEK FOR
REVISIONS TO THE CITY'S OAK TREE ORDINANCE**

THIS AGREEMENT is made and effective as of October 23, 2024, between the City of Agoura Hills, a municipal corporation ("City") and Dudek ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on October 23, 2024, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 23, 2025, 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 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 forty thousand three hundred and ninety-six dollars and zero cents (\$40,576.60) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

C. 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.

D. 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. Subject to full payment to Consultant and 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. Reuse of work product by City or others for purposes outside the Scope of Work shall be without liability to Consultant.

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 acts or omissions or willful misconduct of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related

costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

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

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

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

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

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

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

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with

work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

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

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

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

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

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

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

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

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

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

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

6) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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: Dudek
605 Third Street
Encinitas, CA 92024
ATTN: Legal Department

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

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council _____

APPROVED AS TO FORM:

Signed by:


D12BAC1D33B6448
Candice K. Lee,
City Attorney

CONSULTANT

Dudek
605 Third Street
Encinitas, CA 92024
760-942-5147

By: 

224428F5139245C...
Name: Joseph Monaco
Title: President & CEO

By: 

1E85020C35F842...
Name: Helder Guimaraes
Title: Chief Financial Officer

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

Cover Letter

October 3, 2024

Robbie Nesovic
 Planner Director
 City of Agoura Hills
 5300 Lost Hills Rd
 Agoura Hills, CA 91301

Subject: Proposal for Oak Tree Preservation Guidelines Update

Dear Mr. Nesovic,

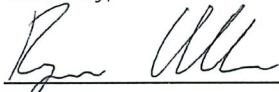
Dudek understands that the City of Agoura Hills (City) requires a team with a comprehensive approach to updating the Oak Tree Preservation Guidelines (Guidelines) update. The City can count on Dudek to develop the Guidelines to have a clear, consistent, and efficient process that promotes the preservation and expansion of tree canopy cover, based on key interested party tree priorities and values. The Dudek team will bring the City the following strengths:

A Responsive Team that Builds your Trust. Our team will be responsive while staying on task and schedule. We are available on short notice and will follow up on communication within 24 hours. We create strong working relationships and build trust with our clients to deliver quality products.

Dudek combines a rare, in-house mix of forestry, arboricultural, fire protection planning, environmental planning, biological, and cultural/archaeological resources analysis, geographic information systems (GIS) services, and fuel treatment/habitat restoration expertise under one roof. Depending on the needs of the project, we can draw from this expertise. We have International Society of Arboriculture (ISA)-Certified Arborists, municipal specialists, and urban foresters on staff who have direct experience working with public agencies in analyzing ordinances, policies, standards, and guidelines against best management practices, as well as coordinating public meetings with regulatory agencies, councils, commissions, and stakeholders. Our process results in planning documents and ordinances that are effective, can be implemented, and are supported by elected officials and community stakeholders.

Dudek genuinely appreciates the opportunity to present our proposal, and we are excited at the prospect to further discuss our comprehensive approach to urban forest planning with the City. Should you have questions regarding this proposal, please contact Practice Lead Ryan Allen at 626.658.0070 or rallen@dudek.com.

Sincerely,



Ryan Allen

Practice Lead

CONTACT INFORMATION

Dudek
 225 South Lake Avenue
 Suite 225-M210
 Pasadena, California 91101P:
 626.658.0070
 Ryan Allen, Project Manager
rallen@dudek.com

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Scope of Services

Project Understanding

It is our understanding that the City would like to update their Oak Tree Preservation Guidelines (Guidelines) to improve clarity for City staff and residents, and better protect the City's oak trees in the face of competing uses for space within the City. Upon gaining a better understanding of the City and its communities' needs, an agreed upon schedule will be established. The proposal which follows can be scaled to meet specific desired project outcomes.

Project Approach

Dudek's comprehensive approach to updating tree preservation ordinances and guidelines is driven by meaningful community engagement, technical expertise, and current research, which is used to develop best management practices for urban trees over a long-term planning horizon. As we undertake urban forest planning projects, we are guided by our central mission to create a healthy urban forest for our future. We look forward to putting these values into practice as we partner with the City to develop an update to the existing Guidelines that reflects the needs of the City and its community.

Task 1: Project Management

Task 1.1 Kick Off Meeting

Dudek will initiate the project with a kickoff meeting between City staff and the Dudek team to identify specific project goals, confirm reporting and communication procedures, and request necessary data for project start. Prior to the kickoff meeting, Dudek will prepare a list of necessary data and key contacts for engagement for the start of the project. Any remaining information not received at the kickoff meeting will be filled through research efforts or further coordination with the City. An agenda will be provided prior to the meeting and meeting minutes summarizing major topic discussions will be submitted following the meeting. Dudek's proposal was prepared in response to the needs identified in the scope of work. Although items outlined are typical for an ordinance or Guidelines update project, Dudek believes in a flexible and innovative approach to meet the specific needs of each client. Should information gathered from the project process realize potential needs currently unrealized, the Dudek team will strategize with the City and innovate a strategy which addresses these specific needs.

Task 1.2 Monthly Meetings and Project Administration

Following the project kickoff meeting, Dudek will meet monthly (virtually) with City staff to discuss scope of work details, action items, and to clearly communicate progress of the project, ensuring on-time completion of desired deliverables. Monthly meetings will provide an opportunity to discuss community engagement strategies, project findings, and provide insight for updating the Guidelines.

These monthly meetings will occur throughout the duration of the project and will be the main communication channel. Additional project communication not addressed during the monthly meetings will occur via email or telephone. Dudek Project Manager Kevin Cullinen will continuously track work progress, budgets, schedules, and deadlines throughout the project and meet internally with various staff members to coordinate project tasks, as well as keep staff informed on the status of project deliverables.

Task 2: Analysis of Existing Oak Tree Preservation Guidelines

Task 2.1 Review of Existing Oak Tree Guidelines and Relevant Documents

For this task, Dudek will focus on a comprehensive review of the City's current Oak Tree Preservation Guidelines and relevant Zoning Regulations, General Plan, and other applicable regulations and policies to ensure that they meet the standards of sustainable urban forest management. We will review the Guidelines and other documents to understand if they have clearly defined parameters for when a tree is considered protected and the process by which requests are considered for the removal of preserved trees. We will also examine if replacement planting requirements are directed towards the urban forest goals of the City and if penalties are sufficient to deter violation of the Guidelines. Dudek will summarize the review of the City's Guidelines and provide a set of recommendations for future modifications to the Guidelines and municipal code which will include a redlined version of the Guidelines with recommended edits.

Task 2.2 Comparison Study

Dudek will provide a comparative analysis of nearby municipal tree protection ordinances to evaluate how the City's Oak Tree Preservation Guidelines align with other municipal practices. Dudek will prepare a summary document and table of at least five (5) other cities in the Southern California area addressing each city's protected tree species and size criteria, tree replacement and mitigation policies, permit process, fees, and penalties for violation of the ordinance.

Task 3: Community Engagement

Task 3.1 Public Workshops

Dudek will coordinate and host three (3) public workshops in partnership with the City to engage with City community members and organizations. The public workshops will take place on days and times that are determined by City staff and would yield maximum participation across all City sectors and demographics. The workshops will run approximately two hours to allow ample time for deep conversations on the important issues stakeholders want to address.

The first public workshops will take place approximately three months into the Guidelines update process and serve as an informative and interactive brainstorming event. Community members will be led through a series of guided brainstorming exercises to identify key successes, barriers, and desires for the City's Guidelines. The second workshop will take place after the completion of the administrative draft and the third workshop will occur after the Public Draft is released. Community members will be provided a space to share their experiences with the current Oak Tree Preservation Guidelines and how the Guidelines have affected their decisions and relationship with trees on their property.

Task 3.2 Supporting Outreach Materials

The Dudek marketing and graphics team will create up to three (3) social media outreach materials for the City to disseminate information about the Oak Tree Preservation Guidelines update process and public engagement opportunities, including the public workshop. Outreach and engagement content will be uniquely designed to fit the City's desired image. With input from the City, Dudek will identify strategic media outlets for these outreach materials, such as social media, electronic newsletters, newspapers, and other venues to engage the public in the Guidelines update process.

Task 4: Develop Oak Tree Preservation Guidelines Update

Task 4.1 Development of Oak Tree Preservation Guidelines Administrative Draft

After discussion with the City, the agreed upon recommendations and edits will ensure that the Guidelines are consistent with the General Plan, and other related City documents. Development of recommendations will be based on promoting sustainable urban forestry practices and will draw from the information gathered during Tasks 2 and 3. The City has requested a number of items within the current Guidelines be analyzed and addressed in this update. These items will include, but are not limited to:

- Updating and expanding current enforcement provisions to clarify when city can enforce the Municipal Code, including providing text on objective methods for determining restitution.
- Adding text or a separate section to provide residents exemptions or relief from the Guidelines for tree removal around new fire regulations and defensible space/home hardening requirements.
- Adding text or a separate section to provide property owners exemptions or relief from the Guidelines for removal of oak trees that are causing damage to properties.
- Providing general clarification in the Guidelines for the requirements sections that have subjective language.
- Reviewing canopy area and root area removal limits.
- Analyzing whether resident's oak trees can be incentivized more than the City currently does with different practices.
- Reviewing and updating the oak tree replacement ratio requirements to better align with existing limited replanting space in both private and public property.
- Analyzing oak tree replacement mitigation options including in-lieu fees, partnering with Mountains Recreation and Conservation Authority for oak tree replanting, and consideration of a City purchased property used as an oak tree mitigation bank within the City limits.

Dudek will submit an administrative draft to City staff within five (5) months from the day of the commencement of work.

Task 4.2 Public Draft

After the first administrative draft is submitted, we request that the appropriate City personnel provide comments on this draft within a four-week time frame. Dudek will then incorporate these edits into a second draft which will be made available to the public for review and comment. Dudek will coordinate with the City to post the second draft on its website and other important media channels. A dedicated email address and set of public comment instructions will be created by Dudek to facilitate receipt and organization of public comments. The open period for public review and comment of the draft Guidelines update will be 30 calendar days. The second draft will be submitted as an electronic copy in both Microsoft Word and Adobe PDF format.

Task 4.3 Final Draft

Following completion of the public draft review process, the final Guidelines update will be developed, incorporating City and public comments. The final copy will be submitted as an electronic copy in in both Microsoft Word and Adobe PDF format. Dudek will prepare and submit the final version of the updated Oak Tree

Preservation Guidelines along with a summary of the changes in the updated Guidelines by or before December 31, 2024.

Task 5: City Government Meetings and Updated Guidelines Adoption

Following the completion of the draft Guidelines, Dudek will coordinate with the City on a series of City governmental meetings to present the first draft and completed Guidelines update draft with the goal of adoption and certification as the updated City Guidelines. To complete this task, Dudek will prepare the necessary documents including a summary of Guidelines updates, public comment, accompanying exhibits, resolutions, and PowerPoint presentations to be given during government meetings and hearings. It is anticipated that the governmental meetings will include:

- Two (2) Land Use - Economic Development Subcommittee meetings
 - One meeting to occur before the completion of the first draft update, and one to occur after the completion of the final draft update.
- One (1) Planning Commission Meeting
 - Dudek to attend and present in person.
- One (1) City Council meeting for the adoption of the updated Guidelines.
 - Dudek to attend and answer any questions from the Council.

COST AND SCHEDULE CONTROL

Dudek is committed to maintaining continuous communication and closely monitoring cost and schedule performance. Using the latest available digital project management systems, we maintain accurate, up-to-date budgets and schedules. We have the ability to share cost and schedule details with the City in real time by efficiently and accurately tracking budgets and regularly updating project schedules.

Schedule of Work

The Table below presents a proposed project schedule for the development of the Guidelines Update.

Project Schedule

| TASKS | 2024 | | | 2025 | | | | | |
|--|--|-----|------------------------|------|--------------|-----------|------|-------------|----------|
| | NOV | DEC | JAN | FEB | MARCH | APRIL | MAY | JUNE | JULY |
| Task 1: Project Management | | | | | | | | | |
| Task 1.1: Kickoff Meeting | Kickoff | | | | | | | | |
| Task 1.2: Monthly Meetings and Project Administration | Monthly Meetings and Project Administration | | | | | | | | |
| Task 2: Analysis of Oak Tree Guidelines | | | | | | | | | |
| Task 2.1: Review of Existing Guidelines & Related Docs | Guidelines Analysis | | | | | | | | |
| Task 2.2: Comparison Study | Comparison Study | | | | | | | | |
| Task 3: Community Engagement | | | | | | | | | |
| Task 3.1: Public Workshop | | | WS 1 | | | WS 2 | WS 3 | | |
| Task 3.3: Supporting Outreach Materials | Supporting Outreach Materials (Flexible Timeframe) | | | | | | | | |
| Task 4: Updated Guidelines and Presentations | | | | | | | | | |
| Task 4.1: Development of Ordinance Admin Draft | | | Guidelines Admin Draft | | | | | | |
| Task 4.2: Public Draft | | | | | Public Draft | | | | |
| Task 4.3: Final Draft | | | | | | | | Final Draft | |
| Task 5: City Gov Meetings & Guidelines Adoption | | | LUEDC Mtg | | | LUEDC Mtg | | | Adoption |

EXHIBIT B
PAYMENT RATES AND SCHEDULE

Agoura Hills Oak Tree Guidelines Update Fee Estimate

09/17/2024

| Dudek Labor Hours and Rates | | | | | | | | | | | |
|-----------------------------|--|----------------------|----------------|---------------|------------|-------------|----------------------|---------------------|-------------------|--------------------|-------------|
| Project Team Role: | | Senior Specialist II | Specialist III | Analyst IV | Analyst IV | Analyst III | Creative Services IV | Technical Editor II | | | |
| Team Member: | Ryan Allen | Kevin Cullinan | Jared Davis | Rachel Conway | Sarah Tian | Raoul Ranoa | Kathryn Landoe | | | | |
| Billable Rate: | \$225.00 | \$175.00 | \$135.00 | \$135.00 | \$125.00 | \$175.00 | \$140.00 | TOTAL DUDEK HOURS | DUDEK LABOR COSTS | OTHER DIRECT COSTS | TOTAL FEE |
| Task 1 | Project Management | | | | | | | | | | |
| 1.1 | Kickoff Meeting | 1 | 2 | | | 1 | | 4 | \$700.00 | | \$700.00 |
| 1.2 | Monthly Meetings and Project Admin | 6 | 10 | | | 6 | | 22 | \$3,850.00 | | \$3,850.00 |
| | Subtotal Task 1 | 7 | 12 | | | 7 | | 26 | \$4,550.00 | | \$4,550.00 |
| Task 2 | Analysis of Oak Tree Guidelines | | | | | | | | | | |
| 2.1 | Review Existing Guidelines & Related Docs | 6 | 12 | | | 30 | | 60 | \$8,820.00 | | \$8,820.00 |
| 2.2 | Comparison Study | 2 | 4 | 10 | | 2 | | 18 | \$2,750.00 | | \$2,750.00 |
| | Subtotal Task 2 | 8 | 16 | 22 | | 32 | | 78 | \$11,570.00 | | \$11,570.00 |
| Task 3 | Community Engagement | | | | | | | | | | |
| 3.1 | Public Workshops | 12 | 1 | | 6 | 15 | | 34 | \$5,560.00 | \$391.20 | \$5,951.20 |
| 3.2 | Supporting Outreach Materials | | 4 | 2 | | 1 | 10 | 17 | \$2,845.00 | | \$2,845.00 |
| | Subtotal Task 3 | 12 | 5 | 2 | 6 | 16 | 10 | 51 | \$8,405.00 | \$391.20 | \$8,796.20 |
| Task 4 | Updated Guidelines and Presentations | | | | | | | | | | |
| 4.1 | Development of Guidelines Admin Draft | 4 | 6 | | | 22 | | 42 | \$6,070.00 | | \$6,070.00 |
| 4.2 | Public Draft | 2 | 4 | 2 | | 6 | | 14 | \$2,170.00 | | \$2,170.00 |
| 4.3 | Final Draft | 4 | 4 | 4 | | 12 | | 26 | \$3,920.00 | | \$3,920.00 |
| | Subtotal Task 4 | 10 | 14 | 12 | | 40 | | 82 | \$12,160.00 | | \$12,160.00 |
| Task 5 | City Gov Meetings & Guidelines Adoption | 8 | 2 | 2 | | 8 | | 20 | \$3,420.00 | \$80.40 | \$3,500.40 |
| | Total Hours | 45 | 49 | 38 | 6 | 103 | 10 | 257 | \$40,105.00 | \$471.60 | \$40,576.60 |
| | Total | \$10,125.00 | \$8,575.00 | \$5,130.00 | \$810.00 | \$12,875.00 | \$1,750.00 | | \$40,105.00 | \$471.60 | \$40,576.60 |
| | <i>Percent of Hours (Base)</i> | 18% | 19% | 15% | 2% | 40% | 4% | | | 2% | |

| Mileage Costs | | | | |
|---|---------------|-----------------|--------------------|----------|
| Task | Mileage Notes | Number of Miles | Number of Vehicles | Cost |
| 3.1 - Public Workshops | | 180 | 2 | \$0.67 |
| 5 - City Gov Meetings & Guidelines Adoption | | 60 | 2 | \$0.67 |
| | | | | \$241.20 |
| | | | | \$80.40 |

| Other Direct Costs | | |
|------------------------|----------------------------|----------|
| Task | Item Description | Cost |
| 3.1 - Public Workshops | Printed Workshop Materials | \$150.00 |