

AGREEMENT FOR CONSULTING SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Seven Elk Ranch Design, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Kay J. Greeley

CONSULTANT'S ADDRESS: 284 Valley Gate Road  
Simi Valley, CA 93065

CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attention: Greg Ramirez

COMMENCEMENT DATE: July 1, 2007

TERMINATION DATE: June 30, 2008

CONSIDERATION: Not to exceed \$27,000.00

AGREEMENT FOR CONSULTING SERVICES  
WITH THE CITY OF AGOURA HILLS

THIS AGREEMENT is made as of the Commencement Date set forth above, by and between the City of Agoura Hills (hereinafter called "CITY"), and Seven Elk ranch Design, Inc. (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain professional services provided (the "services") as set forth in Exhibit A attached hereto and incorporated herein.

B. CONSULTANT, during her tenure as Landscape and Oak Tree Consultant to CITY, has demonstrated specialized knowledge and experience with landscaping and Oak Trees.

C. CONSULTANT represents that she is able to provide the level of service required by CITY, which requires that the CONSULTANT be available to CITY at all times.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of CITY.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above, unless a later date is agreed to in writing by CITY.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services the Consideration set forth above. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B attached hereto and incorporated herein.

Section 4. Independent Contractor. CONSULTANT will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CONSULTANT as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONSULTANT.

Section 5. Assignment. This Agreement may not be assigned in whole or

in part by either party, without the prior written consent of the other party.

Section 6. CONSULTANT: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without the prior written consent of CITY.

Section 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. CONSULTANT may associate with or employ associates or subconsultants in the performance of its services under this Agreement, but at all times shall be responsible for their services.

Section 8. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

(a) CONSULTANT shall submit to CITY certificates and endorsements indicating compliance with the following minimum insurance requirements not less than five working days prior to the beginning of performance under this Agreement.

(i) Worker's Compensation Insurance to cover its employees, if any, as required by the California Labor Code. CONSULTANT shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(ii) Comprehensive general liability insurance protecting CONSULTANT in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000; or such other limits as are agreed to in writing by CITY.

(iii) Automobile insurance in at least the minimum amounts required by state law for any automobile used for business purposes with the City.

Such policies of insurance shall cover the operations of CONSULTANT pursuant to the terms of this Agreement; shall name and list CITY, its officers, agents, volunteers, employees, and attorneys as additional insureds (except on errors and omissions insurance); shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the City; shall be placed with a current A. M. Best's rating of no less than A VII; shall be primary as

respects CITY's officers, agents, volunteers, employees and attorneys; shall provide that coverage shall not be suspended, voided, cancelled or reduced in coverage or limits except after thirty (30) days notice by certified mail has been given to CITY; and shall include a severability clause.

(b) CONSULTANT shall not commence the performance of the services until the above insurance has been obtained and certificate(s) of insurance evidencing all of the coverages required and additional insured endorsement(s) have been filed with and approved by CITY. Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless, and defend under this Agreement.

(c) CONSULTANT shall require all its subcontractors, including each person or entity responsible for the provision of services hereunder to be covered by similar insurance.

(d) Any self insured retainers or deductibles shall be subject to CITY approval.

Section 10. Indemnification. The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CITY against damages, liabilities and costs arising from the negligent acts of the CONSULTANT in the performance of professional services under this Agreement, to the extent that the CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the CONSULTANT and the CITY. The CONSULTANT shall not be obligated to indemnify the CITY for the CITY'S own negligence.

Section 11. Termination. CITY may terminate this Agreement with or without cause upon five days' written notice to CONSULTANT without further action by CITY; provided, however, that, if said termination is without cause, CITY shall pay for services satisfactorily completed before the termination.

Section 12. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

EXECUTED the day and year first above stated.

CITY OF AGOURA HILLS

By \_\_\_\_\_  
Dan Kuperberg, Mayor

Attest:

\_\_\_\_\_  
Kimberly Rodrigues, City Clerk

Seven Elk Ranch Design, Inc.

\_\_\_\_\_  
Kay J. Greeley, President

\_\_\_\_\_  
Gregory Greeley, Chief Financial Officer

Approved as to Form

\_\_\_\_\_  
Craig A. Steele, City Attorney

## EXHIBIT A

### Scope of Services

The CONSULTANT shall perform the following services as incorporated herein to the full satisfaction of the CITY:

1. Review of Application Submittals

- (a) Review and make recommendations as to the adequacy of Oak Tree reports, location maps, proposed systems and techniques for the preservation of Oak Trees as submitted by an applicant.
- (b) Review and make recommendations as to the adequacy of Preliminary Landscape Plans, and detailed Landscape and Irrigation Plans for proposed developments.
- (c) Advise the CITY as to the adequacy of post construction maintenance measures as proposed by an applicant.

2. Consultation and Recommendations

- (a) Provide consultation to the CITY on all subjects concerning landscaping and Oak Trees and their preservation.
- (b) Create, develop, and devise special measures to mitigate the construction impacts to Oak Trees associated with land development.

3. Administration

Enforce CITY Municipal Code landscape and Oak Tree maintenance requirements when directed by the CITY. Such enforcement includes field inspections, review of approved plans, and correspondence with property owners.

- (a) Prepare correspondence in the form of letters, memorandums, illustrations and exhibits to communicate ideas and thoughts and to record conversations and transactions, so as to create permanent records.
- (b) Prepare reports as requested by the CITY.

4. Field Inspections

Provide field inspections to:

- (c) Determine the validity of information concerning Oak Trees submitted by an applicant as to species, location, size, physiological conditions, structural

integrity, projected impacts, and the adequacy of preservation methodology.

- (d) Determine the validity of information concerning Landscape and Irrigation Plans.
- (e) Determined whether conditions of development approval are satisfactorily performed.
- (f) Provide Oak Tree information and guidance to any homeowner after the homeowner has requested assistance from the CITY.

5. Preparation of Drawings and Details

Prepare drawings and details of conditions and situations relating to Oak Tree preservation techniques.

6. Public Hearings

Attend public hearings as requested by the CITY.

7. Meetings

Attend meetings as requested by the CITY.

8. Other Services

Perform any other Landscape and/or Oak Tree services requested by the CITY. The CONSULTANT shall perform the foregoing services only upon the specific request of the CITY.

## EXHIBIT B

### Schedule of Payment

CONSULTANT shall submit a monthly invoice to CITY with detailed accounting by task and amount expended per task and amount remaining of each task. All reimbursable expenses shall be itemized and submitted to CITY for approval. Upon approval, CITY shall make payment to CONSULTANT within 30 days. The CITY shall pay CONSULTANT said consideration in accordance with the schedule of payment incorporated herein:

#### Fees for Service

Any project for which the CITY is not being reimbursed by others, the CONSULTANT shall bill for each hour, or portion thereof, expended on behalf of the CITY at the rate of \$85.00 per hour. Portions less than a full hour shall be billed and compensated in ¼ hour increments, rounded to the nearest increment. Unless otherwise approved by the City Council, CONSULTANT shall invoice a maximum of \$27,000 per fiscal year for projects conducted on behalf of the CITY.