



REPORT TO CITY COUNCIL

DATE: OCTOBER 23, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER 

SUBJECT: APPROVAL OF CONSULTANT SERVICES AGREEMENT WITH LSA ASSOCIATES, INC., TO PREPARE A CLIMATE ACTION AND ADAPTATION PLAN

The proposed agreement is being presented to the City Council for consideration to create and establish a Climate Action and Adaptation Plan (CAAP). Recognizing the important role local governments play in the successful implementation of Assembly Bill 32, the initial plan called for local governments to set municipal and communitywide Green House Gas (GHG) reduction targets of 15 percent below then-current levels by 2020, to coincide with the statewide limit. As California continues to build its climate policy framework, and consistent with the City's environmental values, the City Council established a goal over the current two-year fiscal budget cycle to create a Climate Action Plan that not only met the minimum requirements of GHG but looked at the resiliency of the community in regards to climate change.

The City Council has established policies that promoted sustainability and encouraged practices that positively contribute to the preservation of the natural environment. Pursuant of these policies, the City has been working towards the objectives established by the State through improvements to the operations of the City via upgrading fleet vehicles, retrofitting buildings, purchasing greener products, implementing waste-reduction policies, adopting more sustainable codes and standards and General Plan improvements.

Staff developed an initial scope of services and sought proposals for the consultant services required to develop a Climate Action Plan and only received one responsive submittal. Several firms acknowledged that they could not complete the entire scope of services as it is a specialized topic area. LSA Associates, Inc., submitted a thorough proposal identifying the steps it felt were required to complete the established tasks. They have assisted local and regional agencies throughout the State in creating over 20 Climate Action Plans consistent with existing law. LSA Associates, Inc., has also shown the ability to tailor a plan that adopts the lead agency's goals and environmental objectives. LSA Associates, Inc., has also provided a good public outreach plan to ensure that the City hears from as many of its stakeholders as possible.

This proposal was reviewed by the Environmental Responsibility subcommittee for consideration and input. The subcommittee brought up several items that look to expand the scope of work to include urban forestry consideration and its interface with the existing land uses, developing reduction measures that are designed to increase Carbon sequestration to reduce global warming and measures that decrease flood and wildfire risk. Although the proposed scope goes beyond the minimum State requirements, it is very common for municipal agencies to create Climate Action Plans that establish and assist in accomplishing goals that reduce the negative effects that Green House Gases have on earth and our environment. The proposed scope additions allow for GHG mitigation and climate change preparedness, resilience and adaptation to be equally weighted in the measures proposed. The additional scope changes are included in the attached agreement for the City Council's consideration.

The budget allocation for the Climate Action and Adaptation Plan (CAAP) has been planned for and included in the Fiscal Year 2019-20 budget in the (Phase 1) and Fiscal Year 2020-21 (Phase II) in a cumulative amount of \$120,000. The additional scope changes proposed by the Environmental Responsibility subcommittee would increase the total cost by approximately \$20,000 and if approved, could be absorbed within the Planning Division contract services account. The total contract amount is proposed at \$140,000 which is inclusive of all the required steps to create the CAAP. Tasks that are beyond this agreement, that will be managed by staff, include the required California Environmental Quality Act review and CAAP implementation and monitoring.

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

RECOMMENDATION

Staff respectfully recommends the City Council approve a Consultant Services Agreement with LSA Associates, Inc., in the amount not-to-exceed \$140,000.

Attachment: Agreement

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: LSA Associates, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Michael Hendrix
CONSULTANT'S ADDRESS: 1500 Iowa Ave., Suite 200
Riverside, CA 92507
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Nathan Hamburger
COMMENCEMENT DATE: October 23, 2019
TERMINATION DATE: June 30, 2021
CONSIDERATION: Contract Price
Not to Exceed: \$ 140,000

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

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

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND LSA ASSOCIATES,
INC.**

THIS AGREEMENT is made and effective as of October 23, 2019, between the City of Agoura Hills, a municipal corporation ("City") and LSA Associates, Inc. ("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, 2019 , and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2021, 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 one hundred forty thousand dollars and no cents(\$140,000.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

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.

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

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

6. DEFAULT OF CONSULTANT

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

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within

such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

7. OWNERSHIP OF DOCUMENTS

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

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

8. INDEMNIFICATION

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

9. INSURANCE REQUIREMENTS

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

G. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

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

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

13. NOTICES

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

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

To Consultant: LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, CA 92507
Attention: Michael Hendrix

14. ASSIGNMENT

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

15. LICENSES

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

16. GOVERNING LAW

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

17. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. 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.

19. 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.

20. 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.

21. 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.

22. COUNTERPARTS

This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Linda L. Northrup,
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, CA 92507
Michael Hendrix
(951) 781-9310

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

Proposal for contract services related to the creation and completion of a Climate Action Plan attached defining scope of work, Tasks 1.1 – 7.1.

Exhibit A: Project Understanding and Scope of Work

1. Project Understanding and Objectives

LSA appreciates City of Agoura Hill's commitment to develop a Climate Action and Adaptation Plan (CAAP), which is a key step for guiding the community to take effective action on climate change. This CAAP will provide City with a framework that facilitates coordination across local departments and community stakeholders when implementing initiatives from the plan. It will also help the City to prioritize actions that are required to reduce greenhouse gas emissions and serves as the roadmap for implementing community-wide programs, projects, and policies. The City is currently in the process of updating the General Plan. The City would like the CAAP, Housing Element Update and Vehicle Miles Traveled (VMT) threshold analysis to be complete around the same time by fall next year (October 2020). This scope of work takes into consideration the City's requirements for timing the completion and release of CAAP with General Plan Update and splits the tasks into three phases (Phase I, II and III). Phase I focuses on CAAP development that will take about one year to complete. Phase II focuses on CEQA Tasks related to CAAP and Phase III focuses on developing a CAAP Implementation and Monitoring Program. Phases II and III are optional tasks and a detailed scope and budget for these tasks is provided for consideration, if the City decides to pursue these tasks post-completion of the CAAP.

2. Scope of Services

Phase I: Climate Action and Adaptation Plan Development

Phase I of the project will focus on CAAP development, which will be conducted over the period of one year. The completion of CAAP is expected to coincide with the development of City's Housing Element and VMT threshold analysis pursuant to the General Plan Update. The tasks, subtasks, and deliverables associated with each phase are summarized below:

Task 1.0: Project Initiation and Management

Task 1.1: Project Kickoff. This task will involve a kick-off meeting that allows City staff and LSA to meet and develop an understanding of the project goals and objectives. LSA's Project Manager and key staff will attend the kick-off meeting to discuss project management protocols, including invoicing terms and communication protocols, and refinements of the work program to meet City's time constraints, budget constraints, and desired schedule. At the meeting, LSA will work with City staff to identify project background materials including available data and any special considerations for developing City's CAAP. In consultation with the City, LSA will designate City's interdepartmental team members and form a "City Staff Working Group" needed for development of the CAAP. In addition, LSA will also work with the City to develop an "External Stakeholder Working Group", the purpose of which will be to engage local community representatives. At minimum, this group will contain members of the environmental advocacy, residents and business communities that could provide input and add value to the development of this CAAP.

Task 1.2: Project Management. LSA will host up to 12 monthly conference calls with City staff focusing on progress to date and project management of the CAAP development and Update. LSA will document progress of each stage of the process in development of the CAAP. At key stages of the process, in-person meetings will be conducted rather than conference calls. LSA will prepare and provide meeting agendas and summary prior to and after each meeting. To document progress of the project and inform the City on the labor hours and expenses incurred each month, LSA will provide monthly invoices that

document staff hours expended by task, and expenses incurred with receipts documenting payment of the expenses.

Fiscal Management. A qualified financial project assistant from LSA's accounting group will be assigned to the project and will monitor the project's financial progress and health. The accountant will regularly track total labor costs and expenses, remaining budget, and staff hours. Mr. Hendrix will use this information to evaluate project progress against costs, assess the spending trend, and make corrections to keep tasks on track on a weekly basis. The project management team will provide monthly progress reports to the City that summarize budgetary information, discuss work performed during the reporting period, and identify any existing or potential issues moving forward.

Reporting Milestone Progress. LSA will provide monthly progress reports with each invoice. In addition, the 12 monthly conference calls will include milestone progress as an agenda item, which will be documented in the meeting notes.

Deliverables:

- Meeting Minutes, adjusted project schedule, and final list of existing documents/data to review.
- Designation of City Staff Working Group and External Stakeholder Working Group, which will be in consultation with the City.
- Conference Call Meeting agendas prior to each monthly conference call/meeting.
- Conference Call Meeting notes following each conference call/meeting.
- Monthly invoices with timecard notes documenting work done each day by staff.
- Monthly progress reports.

Task 2.0: Stakeholder Outreach and Engagement Plan

People tend to support what they help build. While part of this is a sense of ownership, more importantly, when people have greater understanding of the issues when they are involved in a process, leading to support and buy-in. The goals of the stakeholder engagement Plan are to educate, inform, and engage stakeholders and the public to ensure support, adoption, and implementation of the CAAP. To accomplish this, LSA would develop a comprehensive community outreach strategy in consultation with the City.

Task 2.1: Stakeholder Meetings. LSA proposes to form two working groups as discussed in Task 1.1: The *City Staff Working Group* and *External Stakeholder Working Group*. The *City Staff Working Group* will provide feedback on current operational procedures influencing the City's GHG emissions reduction, the potential areas for improvement, and new opportunities to shape and implement climate policy with their roles. Information from this group will also help set the stage for outreach with the *External Stakeholder Working Group* and the public at large. The *External Stakeholder Working Group* will engage local community representatives and collect input on topics relevant to the CAAP. LSA will conduct up to five *City Staff Working Group Meetings* and five *External Stakeholder Working Group Meetings*. The timeline, frequency and schedule for the meetings will be decided based on the City's input while finalizing the community outreach strategy. *City Staff Working Group Meetings* will be conducted after completion of each key task to solicit feedback on draft deliverables. The *External Stakeholder Working Group meetings* will be interspersed throughout the project.

Task 2.2: Climate Action and Adaptation Plan Survey. LSA also proposes to conduct a survey at the onset of CAAP development process to assess the stakeholders' knowledge of the CAAP development process. This survey will be designed to get constructive feedback from the key stakeholders that are pertinent to CAAP development including City staff and relevant external stakeholders (as described in Task 1.1). The survey will include questions on assessing the group's knowledge of and current attitude toward climate change, what benefits are seen as the most important (economic development, traffic management, GHG reductions, water conservation, etc.), and solicit responses.

Deliverables:

- PowerPoint presentations, agendas, meeting minutes for each Working Group meeting (Meeting Frequency with City Staff Working Group and External Stakeholder Working Group will be finalized based on the City's input, we expect 3–4 meetings with both groups).
- Community Outreach Strategy, outlining key milestones throughout the project for input and feedback from the community at-large.
- Draft and final CAAP Survey and Survey Results.

Task 3.0: Greenhouse Gas Inventory, Forecasts and Target Setting

This task involves three separate subtasks: First, is the development of Baseline GHG Inventory, then forecasting the baseline GHG emissions to the year 2020, 2030, and 2045, and lastly GHG Reduction target setting to conform to the State of California Climate Change regulations. LSA will review existing plans such as County of Los Angeles CAP and other local CAPs to streamline the analysis for CAAP development for the City of Agoura Hills. The 2013 ICLEI U.S. Community Inventory Protocol¹ will be used to develop GHG inventories.

Task 3.1: Baseline GHG Inventory. GHG emissions inventories are the foundation of planning for future reductions. Establishing an existing inventory of emissions helps to identify and categorize the major sources of emissions currently being produced. A baseline year is established as a starting point against which other inventories may be compared and targets may be set, and is generally the earliest year with a full emissions inventory.

Under this task, LSA will develop a baseline GHG emissions inventory for the most recent year (most likely 2018). The complete data are available for the key economic sectors. For the baseline GHG inventory, LSA will focus on GHG emissions from following economic sectors:

- **Transportation:** VMT and fuel consumption from on-road and off-road vehicles.
- **Energy:** Natural gas and electricity consumption from residential, commercial and industrial buildings.
- **Water Conveyance and Wastewater Treatment:** Electricity consumption associated with water conveyance, as well as process emissions from wastewater treatment.
- **Solid Waste:** Methane emissions from the decomposition of waste generated by the community.
- **Wildlands and Urban Forestry Carbon Sequestration:** Measures the sequestration of carbon by trees within the Wildland/Urban Interface (WUI), parks, roadway easements and other land uses

¹ ICLEI, 2013. U.S. Community protocol for Accounting and Reporting of Greenhouse Gas Emissions.

within the City of Agoura Hills. This measurement will be accomplished by using the latest Google Earth satellite images of Agoura Hills and estimating tree canopies within the City’s Urban/Wildland interface areas.

LSA will carry out a data collection effort to serve as the basis for the GHG inventories for the above sectors. LSA will work with the City to establish socioeconomic parameters and will consider supplementing with data from the 2016 SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Table A summarizes the proposed data collection methods for each sector.

Task 3.2: GHG Emissions Forecasts. As shown in the Table A, LSA will conduct the future year projections (2020, 2030, and 2045) for different emissions sectors. To do this, LSA will use socioeconomic metrics to scale the baseline year emissions data. A unified set of socioeconomic data (population, jobs [potentially jobs by type], and households) is thus required. LSA will work with the City to include its input in the forecasts and to make any needed adjustments to this dataset prior to the completion of the forecasting work. This set of socioeconomic data will be used for the inventories, forecasts, and the tracking tool.

Table A: Proposed Data Sources and Methods for GHG Inventories and Forecasts

Sectors	Baseline Year (2018)	Adjusted BAU (ABAU)		
		2020	2030	2045
Residential Electricity Use	Southern California Edison	Population + RPS	Population + SB 350	
Residential Natural Gas Use	Southern California Gas	Population		
Commercial/Industrial Electricity Use	Southern California Edison	Jobs + RPS	Jobs + SB 350	
Commercial/Industrial Natural Gas Use	Southern California Gas	Jobs		
On-Road Transportation	Traffic Model (City of Agoura Hills VMT Analysis)	Traffic Model (City) + Pavley, LCFS, CAFE, SB 375		Consultation with the City
Off-Road Vehicles and Equipment	Off-Road Model	Population, Housing, or Jobs Depending on Equipment Type +LCFS		
Waste Generation	GI Industries (Solid Waste Management and Recycling)	Residential = Population; Commercial = Jobs + Increased Landfill Capture		
Wastewater Generation	Per Capita Using Plant Specific Factors	Population		
Water Consumption	La Virgenes Municipal Water District -UWMP	UWMP + 20x2020	Population + 20x2020	
WUI and Urban Forest	Estimating tree canopies using Google Earth Satellite images	Development footprint based on General Plan Land Use Map		

Acronyms and Abbreviations:

- RPS: Renewable Portfolio Standard
- SB 350: Senate Bill 350: Clean Energy and Pollution Reduction Act
- LCFS: Low Carbon Fuel Standards
- CAFE: Corporate Automobile Fuel Efficiency Standards
- CARB: California Air Resources Board
- SB 375: Senate Bill 375: Sustainable Communities and Climate Protection Act
- UWMP: Urban Water Management Plans

- *Business as Usual (BAU) Forecast:* LSA will develop standard BAU forecast for all future years (2020, 2030, and 2045) that does not account for known State regulations and is derived from the standard socioeconomic dataset established at the beginning of the project; and

- *Adjusted Business as Usual (ABAU) Forecast:* LSA will also develop ABAU forecast for all future years that takes into consideration the applicable State policies and regulations.

Having a BAU and ABAU, forecasts for the City are needed in order to assess feasible GHG Reduction Targets for the CAAP.

Task 3.3: Target Setting. The City does not have a previous CAAP, so LSA will provide recommendations for 2020, 2030, and 2045 GHG reduction targets for the City. We will draw on our target-setting experience and policy knowledge to create a suite of feasible targets that are consistent with AB 32, SB 32, SB-100, EO-B-55-18, and other relevant regulations. A technical memorandum will be drafted that summarizes the established targets, feasibility of achieving the targets, regulatory authority substantiating the targets, and recommendations for 2030 and 2045 target setting. Legally defensible reduction targets are an important requirement for CAPs in *CEQA Guidelines* §15183.5.

Deliverables:

- Consolidated 2018 Baseline Inventories.
- BAU and ABAU GHG Emission Forecasts for the year 2020, and 2030 and 2045.
- Emission Reduction Targets for 2020, 2035, and 2045.
- Technical Memorandum

Task 4.0: Identify and Evaluate GHG Reduction Measures

2030 Gap Analysis: The State of California 2017 Scoping Plan provides guidance for cities to achieve reductions to meet 2030 targets. In order to develop comprehensive and effective reduction strategies for 2030, LSA will first conduct a detailed policy analysis. We will then compile all relevant existing actions, such as General Plan policies. We will identify barriers to sustainable development within General Plan and Municipal Building and Zoning Codes. Such barriers may include General Plan requirements (e.g., land use densities), zoning, solar panel installation, and building codes. For each existing action, we will also include a brief timeline for implementation.

Using the 2030 Gap Analysis, LSA will prepare a list of quantifiable measures for the City. LSA will work with the City to make sure there is regional consistency in the new measures. We will quantify the GHG reductions and costs/savings for all quantifiable measures consistent with established protocol (such as ICLEI) and the updated GHG inventories and forecasts. Reduction measures may include strategies to preserve and enhance the wildland and urban forests within the City to enhance carbon sequestration.

In addition to GHG quantification, we will identify and assess a range of community targets for the City for the years 2020, 2030, and 2045. This involves coordination with City to seek feedback on the targets, to determine which targets are feasible.

Based on the results of the Policy Gap Analysis, LSA will develop reduction strategies for consideration by the City. LSA will primarily focus on 2030 and 2045 targets for developing the GHG reduction strategy.

Deliverables

- Technical memorandum summarizing the 2030 Gap Analysis.

- Candidate GHG Reduction Strategies in a Microsoft Excel-based software tool.
- Reduction Measure Feasibility and Cost Effectiveness Memorandum.

Task 5.0: Vulnerability Assessment and Adaptation Measures

Task 5.1 Climate Vulnerability and Risk Assessment. LSA will start the vulnerability analysis for the City by reviewing existing climate change vulnerability assessments conducted in the Los Angeles County area, which might provide some insights for the City. LSA will then provide climate risk maps for the City using the Cal-Adapt software. The risks evaluated will include drought, extreme heat, precipitation, air quality, Santa Ana winds, wildfires, and any indirect effects of sea level rise in nearby coastal communities (e.g., population migration). The results of the Vulnerability Analysis will satisfy all the State requirements on addressing climate change in General Plan Safety Elements. Having the vulnerability analysis within this format gives the City the opportunity to keep the City General Plan compliant with current State requirements. The analysis will also address any disproportional impacts that climate change may have on vulnerable populations across the City (e.g., seniors, children, low-income, and persons with disabilities).

Task 5.2 Climate Change Adaptation Measures. LSA will develop and prioritize adaptation measures for each identified risk based on level of severity (low-risk, medium-risk, and high-risk) and short-term response or part of longer-term planning. Consistent with the *California Adaptation Planning Guide*, this effort will include both community adaptation measures and those for municipal government operations. Adaptation measures may include preservation of wetlands, urban forests, and enhancement of the health of wildland forests that both reduce the impacts of flooding and wildfire potential.

Deliverables:

- A memo summarizing the results of Vulnerability Assessment and Climate Risk Maps &
- A memo summarizing the City specific Adaptation Measures.

Task 6.0: Draft Climate Action and Adaptation Plan

The LSA Team will provide a Draft CAAP document that summarizes the GHG emissions inventories, 2020, 2030, and 2045 forecasts, the reduction targets for 2020, 2030, and 2045, the 2030 Gap analysis, reduction measure quantification demonstrating achievement of the reduction targets, implementation strategy, and monitoring program. All of this can be highly technical in nature and cumbersome when documenting the supporting evidence and calculations; therefore, LSA proposes that the document be prepared as follows:

- *Easy to Read and Navigate.* Due to the amount of information provided (inventories, forecasts, targets, sector strategies and vision, GHG reductions, model policies, and implementation checklists) the plan document will necessarily be large. LSA has experience in developing easily navigable reference style documents that do not need to be read sequentially. A reader can navigate to necessary background information and the City's profile as needed. For the electronic version, this will include the judicious use of PDF bookmarking.
- *Transparency.* The City is not only seeking to develop a CAAP, but to create a foundation for and provide the tools for continued action on GHG reduction in the City. Transparency in all calculations,

data sources, assumptions, and resources used is key to the ongoing utility of the CAAP. We will provide summary methodology as well as technical appendices with full disclosure.

- *Schedule.* LSA has experience in keeping a CAAP on a tight schedule. LSA will communicate with the City using multiple communication methods including meetings, conference calls, the interactive reduction tool, webinars, phone, and email to ensure that all parties are engaged and up to speed throughout the process. We will use critical path scheduling to identify and overcome challenges.
- *Integration of Technical Analysis.* LSA has an integrated team that will complete the GHG inventories, GHG forecasts, GHG reduction quantification, model policies, GHG tracking, and implementation. LSA's staff proposed for this project has experience working together on numerous GHG planning efforts. We will use established templates and familiar processes such that team members can jump in at a moment's notice to take on a task, QA/QC a product, or respond to a participating jurisdiction's question.
- *Public Friendly.* LSA has developed a concise style in communicating GHG planning to the public that does not take away from the complexity or technical rigor underscoring these plans. We believe that one goal of a CAAP is to explain the issues in the simplest but most powerful way possible. To that end, we will explain all technical jargon, use graphical explanations wherever possible, and use accessible language in the primary parts of the plan (with dedicated technical appendices for the expert reader). LSA considers a public that truly grasps the technical complexities involved in GHG reduction calculations and inventorying to be a vital and powerful asset when a community is faced with difficult policy decisions.

LSA will create a CAAP that combines and presents all technical components of the project (GHG inventories, GHG forecasts, GHG reduction measure quantification, and GHG reduction measure cost analysis). The document will have separate chapters that will describe the City and background of the CAAP, and present the inventory, forecasts, reduction targets, selected GHG reduction measures, and costs and savings for the selected measures and other relevant information. The Draft CAAP will be organized as follows:

- *Executive Summary* that provides a brief overview of the CAAP.
- *Introduction* describing the purpose of the CAAP including relevant legislation.
- *CAAP Process* summarizing the community meetings and detailed descriptions of methodologies and assumptions used in developing the CAAP.
- *GHG Emissions* summarizing the 2018 inventory, 2020, 2030, and 2045 forecasts that includes BAU forecasts and State-level reductions within the City as an Adjusted BAU.
- *GHG Reduction Targets for 2020, 2030, and 2045* along with the 2030 GAP analysis that shows differential between the Adjusted BAU and the target.
- *GHG Reduction Measures* summarizing the cost, timing, and quantities of reductions expected from each of the reduction measures.
- *Climate Change Vulnerability and Adaption* summarizing the vulnerability analysis and adaptation measures.
- *Implementation* describing the recommendations for CAAP implementation and next steps.

Deliverables

- Screencheck Draft CAAP as Microsoft Word document for City's review and feedback.

Task 7.0: Final Draft CAAP

LSA will coordinate with City staff to incorporate relevant public input and comments provided during the review process into the Final Draft CAAP. The LSA Team will present the Final Draft CAAP to the Planning Commission and City Council. LSA will work with the City to determine the exact number of presentations that will occur. Our budget assumes two meeting presentations.

Deliverables

- Final Draft CAAP.
- Planning Commission and City Council Staff Reports and Materials for final public hearing.
- Public hearing presentation.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

LSA proposes to complete the tasks outlined in the Phase I of the Scope of Work (Development of Climate Action and Adaptation Plan) for \$140,000.00, which is estimated to be an approximately one-year effort. The Phase II and Phase III Scopes of Work are optional at this time and will be considered post-CAAP development. The cost estimates for Phase II and III are included for future reference.