

REPORT TO CITY COUNCIL

DATE: MARCH 10, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: RAMIRO ADEVA, ASSISTANT CITY MANAGER

SUBJECT: FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH LSA ASSOCIATES, INC. FOR ADDITIONAL SERVICES RENDERED IN PHASE 1 OF PREPARING THE DRAFT CLIMATE ACTION AND ADAPTATION PLAN (CAAP)

On October 23, 2019, the City Council approved a consultant services agreement with LSA Associates, Inc. (LSA) for the preparation of a Climate Action and Adaptation Plan (CAAP). Phase 1 consisted of an extensive scope of work (SOW) that included, but was not limited to, tasks such as creating a baseline greenhouse gas (GHG) inventory, forecasting GHG emissions, establishing targets to meet future statutory requirements, identifying and evaluating goals, reduction measures, and a multitude of action items to consider implementing to achieve compliance. Furthermore, the SOW assessed the vulnerabilities and risks associated with climate change and developing adaptation measures, meeting with staff, City consultants, and local experts to prepare the final draft of the plan.

Although the intent is always to remain within a fixed budget for any project, the complex nature of preparing the CAAP resulted in necessary additional costs. The original budget to complete Phase 1 was \$140,000 of General Fund. The additional funding being requested is in the amount of \$15,875.75, an increase of 11.3%. Section 4 of the contract agreement with LSA allows the City Manager to approve additional work up to 10% of the original agreement. Any amount exceeding 10% must be approved by the City Council. The reasons for the budget increase request are for the following project tasks listed in the original SOW:

1. Task 1.2 - Project Management:

This task included review and approval of work completed, invoice review, and periodic schedule reviews through the completion of Phase 1. The budget was developed based upon Phase 1 being completed within 12-15 months. Additional funding is being requested to account for the extended schedule for Phase 1 into March.

2. Task 2.1 – Stakeholder Engagement:

This task assumed five internal meetings with City staff preparing for public workshops, and five external meetings with stakeholders and interested parties.

The scope of work also anticipated one set of responses to public comments after completion of the meetings. During the process, it was determined that more stakeholder meetings were necessary than originally planned to ensure adequate community engagement. Additional funding is being request to account for additional public interaction and responses to public comments for Phase 1 through the month of March.

3. Task 4.2 – Reduction Measures:

This task included one set of reduction measures for City review, one comprehensive set of comments on the proposed reduction measures, and one set of revisions for the reduction measures that would be included in the CAAP. During the process, multiple sets of revisions were completed as a result of input received at various times from the community, as well as the Environmental Responsibility Subcommittee. Additional funding is being requested to account for extending the schedule into March to address the needed changes to finalize the CAAP draft.

4. Task 7.0 – Final Draft CAAP:

This task included one comprehensive set of revisions to the internal draft CAAP based upon review and comment by City staff and the Environmental Responsibility Subcommittee. This task also assumed two governing board meetings. Additional funding is being requested to cover the increased number of Council meetings needed to discuss the draft, along with expected hours and extending the schedule to March to incorporate added revisions to the Final draft.

If approved, no additional General Funds, and no revisions to the current FY 2020-21 budget are needed. This is possible because the current FY 2020-21 budget included \$50,000 for Phase 2 for CEQA compliance. The current budget had assumed Phase 1 was going to be completed in late January or early February 2021, and that Phase 2 would be completed this fiscal year as well. However, Phase 1 extending into March means that Phase 2 will begin in the current fiscal year, but will likely conclude early next fiscal year. Therefore, a portion of the funds budgeted initially to complete Phase 2 this current fiscal year can now be used to cover this additional funding request for Phase 1.

Staff has reviewed and discussed the requested budget increase for Phase 1 with LSA and determined it to be reasonable and acceptable.

RECOMMENDATION

Staff respectfully recommends the City Council approve the First Amendment to the Consultant Services Agreement with LSA Associates, Inc., substantially in the form attached, in the amount of \$15,875.75, for additional services rendered in Phase 1 of preparing the draft Climate Action and Adaptation Plan (CAAP), and approve .

Attachment: First Amendment to the Consultant Services Agreement with LSA Associates, Inc.

FIRST AMENDMENT TO 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:	Ramiro Adeva
COMMENCEMENT DATE:	October 23, 2019
TERMINATION DATE:	June 30, 2021
CONSIDERATION:	Amendment Amount: \$15,875.75 Total Contract Price Not to Exceed: \$155,875.75/yr.

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND LSA ASSOCIATES, INC.**

CLIMATE ACTION AND ADAPTATION PLAN (CAAP)

THIS FIRST AMENDMENT is made and entered into as of March 10, 2021, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and LSA Associates, Inc. (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On October 23, 2019, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services", in the amount of one hundred thirty-nine thousand five hundred eighty-one dollars and twenty-five cents (\$139,581.25),

b. The parties now desire to increase the payment in the amount of, fifteen thousand eight hundred seventy-five dollars and seventy-five cents (\$15,875.75), increasing the total amount of one hundred fifty-five thousand eight hundred and seventy-five dollars and seventy-five cents (\$155,875.75), and to amend the Agreement as set forth in this Amendment.

2. Section 1. of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than June 30, 2021 sooner terminated pursuant to the provisions of this Agreement."

3. Section 4. of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms 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. The First Amendment amount shall not exceed fifteen thousand eight hundred seventy-five dollars and seventy-five cents (\$15,875.75), for additional Project Management, Stakeholder Engagement, Reduction Measures, and Final Draft CAAP for a total Agreement amount of one hundred fifty-five thousand eight hundred and seventy-five dollars and seventy-five cents (\$155,875.75)."

4. Exhibit "A" to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF AGOURA HILLS

Denis Weber,
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

LSA Associates, Inc.
1500 Iowa Ave., Suite 200
Riverside, CA 92507
Attn: Michael Hendrix

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

[Signatures of Two Corporate Officers Required]

ATTACHMENT A

Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Consultant.

1. Task 1.2 - Project Management:

This task included review and approval of work completed, invoice review, and periodic schedule reviews through the completion of Phase 1. The budget was developed based upon Phase 1 being completed within 12-15 months. Additional funding is being requested to account for the extended schedule for Phase 1 into March.

2. Task 2.1 – Stakeholder Engagement:

This task assumed five internal meetings with City staff preparing for public workshops, and five external meetings with stakeholders and interested parties. The scope of work also anticipated one set of responses to public comments after completion of the meetings. During the process, it was determined that more stakeholder meetings were necessary than originally planned to ensure adequate community engagement. Additional funding is being request to account for additional public interaction and responses to public comments for Phase 1 through the month of March.

3. Task 4.2 – Reduction Measures:

This task included one set of reduction measures for City review, one comprehensive set of comments on the proposed reduction measures, and one set of revisions for the reduction measures that would be included in the CAAP. During the process, multiple sets of revisions were completed as a result of input received at various times from the community, as well as the Environmental Responsibility Subcommittee. Additional funding is being requested to account for extending the schedule into March to address the needed changes to finalize the CAAP draft.

4. Task 7.0 – Final Draft CAAP:

This task included one comprehensive set of revisions to the internal draft CAAP based upon review and comment by City staff and the Environmental Responsibility Subcommittee. This task also assumed two governing board meetings. Additional funding is being requested to cover the increased number of Council meetings needed to discuss the draft, along with expected hours and extending the schedule to March to incorporate added revisions to the Final draft.