

REPORT TO CITY COUNCIL

DATE: MARCH 24, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: RAMIRO ADEVA, ASSISTANT CITY MANAGER

SUBJECT: APPROVAL OF CONSULTANT SERVICES AGREEMENT WITH LSA ASSOCIATES, INC., TO COMPLETE PHASE 2 OF THE CLIMATE ACTION AND ADAPTATION PLAN (CAAP) PROCESS TO CONDUCT THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) ANALYSIS AND PREPARE THE ENVIRONMENTAL DOCUMENT

On March 10, 2021, the City Council approved the Draft Climate Action and Adaptation Plan (CAAP), and directed staff to proceed to Phase 2 of the CAAP process to prepare the appropriate environmental document in compliance with the California Environmental Quality Act (CEQA).

A detailed description of the Phase 2 scope-of-work (SOW) is attached. It will include, among other things, the following:

- Environmental analysis of potential impacts
- Preparation of the environmental document for CEQA clearance
- Public engagement, which includes a Public Scoping Meeting/Workshop

As mentioned previously, there are plans in Phase 2 where additional discussion and public input will be sought to clarify and/or modify the current language in the CAAP, to ensure that the environmental document analyzes clear objectives of the plan, and allows a seamless transition to the implementation work to be done in Phase 3.

Due to the schedule for Phase 1 being extended to allow for additional discussion and public comment, Phase 2 will begin in the current fiscal year, but is likely to be completed in early FY 2021-2022. The estimated cost to complete Phase 2 is \$51,926. The current FY 2020-2021 budget already includes funds to cover the work in Phase 2 for the remainder of the fiscal year, and staff has included funds in the proposed budget for FY 2021-2022 to complete Phase 2, as well as Phase 3.

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 \$51,926.

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: Ramiro Adeva
COMMENCEMENT DATE:
TERMINATION DATE:
CONSIDERATION: Contract Price
Not to Exceed: \$51,926.00/yr

ADDITIONAL SERVICES <i>(Describe Services, Amount, and Approval):</i> _____ _____ _____ _____
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Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

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

THIS AGREEMENT is made and effective as of March 24, 2021, 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 March 24, 2021, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 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 fifty-one thousand nine hundred twenty six dollars and zero cents (\$51,926.00) ("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 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

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.

23. 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

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 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:

Please see attached



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. A detailed scope of work for Phases II, the CEQA analysis of the CAAP is provided below.

2. Scope of Services

Phase II: California Environmental Quality Act Analysis

Task 8.0: CEQA Submittal IS/MND for CAAP

This phase entails undertaking CEQA analysis for the CAAP to ensure compliance with *CEQA Guidelines* §15183.5. Note that Phase I included Tasks 1 through 7. Phase II continues with Task 8.

LSA is an Environmental Consulting Firm specializing in CEQA. In particular, the LSA team that will work on this project comprises experts on the interface among CAPs, GHG emissions, and CEQA. LSA knows what it takes to provide and maintain a Qualified CAP under Section 15183.5 of the *CEQA Guidelines*. LSA understands the latest court cases including the Supreme Court decision on the Newhall Ranch case (*Center for Biological Diversity v. California Department of Fish and Wildlife*) and the decision on the SANDAG 2050 RTP/SCS concerning year 2050 targets (*Cleveland National Forest Foundation v. SANDAG*).

CEQA requires that impacts from GHG emissions to be evaluated for discretionary projects (such as proposed development projects). A qualified GHG reduction plan may be used by future development projects as the basis for GHG analysis in their CEQA documents, resulting in greater certainty for developers and cost-effectiveness for developers and City staff.

Since the City does not expect much development in the future, an EIR may not be required for the CAAP. LSA proposes to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) that contains the analysis and CEQA findings for the City's CAAP. One round of comments from City staff will be consolidated and incorporated into the public review draft IS/MND. With completion of the CEQA review, the CAAP will be a fully qualified GHG reduction plan as defined by *CEQA Guidelines* Section 15183.5(b) (1).

The following tasks are identified for preparing the IS/MND for the CAAP:

Task 8.1: Environmental Analysis. LSA will provide environmental analysis of potential impacts resulting from the CAAP including potential impacts to aesthetics and visual resources, conflicts with habitat conservation plans, hazards impacts related to light and glare from rooftop photovoltaic (PV) solar panels,



and potential cultural resource impacts resulting from energy efficiency and renewable energy retrofits of existing historical buildings. The environmental analysis will also provide fact-based analysis of reduced criteria air pollutants, VMT, and noise levels resulting from the CAAP. The environmental analysis will also document more efficient use of utilities and potable water supplies resulting from the CAAP. While the reduction in air pollution, traffic, and noise, and more efficient uses of utilities and resources are all beneficial environmental changes, it is important to document these conditions in order to provide the substantial evidence needed to document all impacts resulting from the CAAP. The environmental analysis will be documented in the IS/MND Report.

Task 8.2: Screencheck Draft Initial Study/Mitigated Negative Declaration. Once the environmental analysis is completed, LSA will provide a screencheck draft of CAAP the IS/MND using the CEQA Initial Study format to answer all of the CEQA questions provided in Appendix G of the *CEQA Guidelines*. This IS format will ensure all the impacts resulting from the CAAP development were analyzed. As necessary, mitigation will be identified to reduce the impacts of the proposed project to less than significant. LSA will prepare an Administrative Draft IS/MND and Notice of Intent (NOI) for review by the City.

Task 8.3: Draft Initial Study/Mitigated Negative Declaration. LSA will collect and review one composite set of comments from City Planning staff. As necessary, LSA will make revisions to the document to address City comments and prepare final Draft IS/MND ready for public review.

Task 8.4: Approval Process-Public Workshops and Hearings. The citizens, local environmental groups, businesses, and other stakeholders in the City are integral to the success of the CAAP and to overall GHG reduction for the region. Their involvement is essential, considering that several measures depend on the voluntary commitment, creativity, and participation of the community. LSA will meet with and assist City staff as necessary in preparation for one public scoping meeting, two subcommittee meetings, and two City Council hearings in support of the CAAP and its associated environmental document. Post-approval, LSA will incorporate any necessary changes into the final document.

Task 8.5: Final Initial Study/Mitigated Negative Declaration. LSA will work to include any final comments to the IS/MND arising out of public workshops and hearings and submit the final IS/MND to the City.

Deliverables

- Screencheck Draft IS/MND for CAAP.
- Final Draft IS/MND for CAAP.
- Material for public workshops and hearings.
- Final IS/MND.

EXHIBIT B
PAYMENT RATES AND SCHEDULE

Please see attached



4. ESTIMATE OF COSTS

LSA proposes to complete the tasks outlined in the Phase II of the Scope of Work (CEQA process of the Climate Action and Adaptation Plan) for **\$51,926.00**, which is estimated to be an approximately three-four month effort.

Details of this budget for Phase II is provided on the following pages.

AGH1901.P City of Agoura Hills Draft CAAP Budget		LSA										Total LSA Hours	Total LSA Fees
		Principal	Project Manager	Senior Climate Action Planner	Climate Change Technical Specialist	Climate Action Planning Specialist	Environmental Planner	Assistant Environmental Planner	Graphics	Editor/Document Management	GIS		
3/17/2021													
Employee		Amy Fischer	Michael Hendrix	Preeti Verma	Zhe Chen	Angelica Perez	Dio Glentis	Hope Rosen			Meredith Canterbury		
Escalation		0%											
Billable Rate		\$220	\$245	\$130	\$130	\$80	\$125	\$115	\$140	\$110	\$145		
Task 8	CEQA Submittal-IS/MND for CAAP												
8.1	Environmental Analysis	4.00	6.00	10.00	10.00	20.00	35.00	35.00			5.00	125.00	\$15,675.00
8.2	Screencheck Draft IS/MND	6.00	6.00	10.00	6.00	10.00	30.00	30.00	4.00	6.00		108.00	\$14,090.00
8.3	Draft IS/MND	2.00	2.00	5.00		5.00	30.00	30.00		2.00		76.00	\$9,400.00
8.4	Approval process-Public Meeting/Hearing	1.00	12.00	12.00		8.00	10.00	10.00		2.00		55.00	\$7,980.00
8.5	Final IS/MND	1.00	4.00	5.00		5.00	10.00	10.00				35.00	\$4,650.00
	Task 8CEQA Submittal-IS/MND for CAAPSubtotal	14.00	30.00	42.00	16.00	48.00	115.00	115.00	4.00	10.00	5.00	399.00	\$51,795.00
	Subtotal Labor:	14.00	30.00	42.00	16.00	48.00	115.00	115.00	4.00	10.00	5.00	399.00	\$51,795.00
Reimbursable Expenses													
	Lodging/Meals												\$0.00
	Records Search												\$0.00
	Reproduction												\$15.00
	Aerial Drone												\$0.00
	Mileage												\$116.00
	GPS Units												\$0.00
	Total Station Surveying Equipment												\$0.00
	Laser Level												\$0.00
	Laser Rangefinder												\$0.00
	Sound Meter												\$0.00
	Sound Meter w/Velocity Transducer												\$0.00
	Aerial Photo												\$0.00
	Boat Rental												\$0.00
	Water Quality Meter												\$0.00
	Postage/Delivery												\$0.00
	Subtotal Reimbursable Expenses												\$131.00
	Total												\$51,926.00