

REPORT TO CITY COUNCIL

DATE: APRIL 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: DENICE THOMAS, COMMUNITY DEVELOPMENT DIRECTOR
LUKAS QUACH, BUILDING OFFICIAL

SUBJECT: APPROVE AWARD OF AN AGREEMENT FOR CONSULTANT SERVICES FOR DEVELOPING A LOCAL GREEN BUILDING STANDARD ORDINANCE "BUILDING ELECTRIFICATION REACH CODE" WITH INTEGRATED 360, LLC (ID360)

Over the past several years, the City of Agoura Hills has made a concerted effort to being a leader in environmental sustainability and has adopted a local Climate Action and Adaptation Plan (CAAP). The City CAAP goals are to reduce greenhouse gas (GHG) emissions, outlining a path towards creating a healthy, livable, and vibrant place for its residents to live, learn, work, and play.

At the direction of the City Council to bring forth a building electrification ordinance, staff solicited proposals, with the intent of gaining access and expertise to a consulting firm specializing in sustainable policy & programs development for city governments, including local policy development, program management, and stakeholder engagement. The RFP/Q was posted on Planetbids.com on February 10, 2022 and on March 7, 2022, the solicitation period closed. Despite staff's efforts to inform various Reach Code organizations (3C-REN, MBAEnergy, Colorado Energy Group, LocalEnergyCodes.com, and others) to promote the RFP/Q, Integrated Design 360, LLC (ID360) was the only firm to submit a proposal. Staff considered re-issuing the RFP/Q, but decided not to do so due to the potential delay in the critical path of code adoption with no assurance of additional bidders. The lack of proposals may be due to the limited number of consultants in this new highly specialized field, along with the competition from many cities that are trying to adopt their electrification ordinance in the same timeframe. Fortunately, the ID360 proposal was comprehensive with a detailed work plan and specific tasks to provide policy development and energy code adoption. After staff performed several rounds of interviews to determine and fine-tune the appropriate scope of work for the City, staff selected ID360.

ID360 is an experienced green building consulting firm, providing a range of services including local policy development, program management, and stakeholder engagement. ID360 is a certified, women-owned small business, with a mission to provide expert, reliable, and friendly consulting services to support municipalities in utilizing their green building and energy efficiency goals by utilizing integrated, collaborative processes to improve building performance and government organizational processes. Staff consulted

with several reach code advocates and was advised that the proposed fee is reasonable for the requested scope of work.

In addition to having worked with private sector clients to advance their sustainability goal, the ID360 Team also worked with local jurisdictions and has existing public agency contracts conducting similar scopes of work which bodes well for the City's ability to successfully achieve its goals. Reference checks provided positive feedback from multiple clients.

The scope of work of the agreement is as follows:

- Program Initiation & Project Management
 - Project Definition Meeting & Develop Schedule - Organize and attend a project definition conference call with the City staff project lead to discuss strategy and overall project.
 - Project Kick-off - Organize and attend a project Kick off with City Staff to discuss the project scope, goals, timeline, and deliverables
 - Progress Meetings - Attend a monthly project meeting with City Staff to discuss progress to date on the Workplan and address any coordination items and technical requirements.

- Research Existing State and Local Codes
 - Preliminary Policy Analysis Report/Research Relevant State and Local Building Codes - Perform an analysis of the permit data and suggest permit type(s) that would be most relevant for the application of an energy reach code in the City. The report will cover relevant state and local building codes and best practices related to building electrification and energy efficiency of new and existing buildings and contain a range of energy-saving building policies feasible for implementation.

- Lead Development of "Reach/Green" Codes
 - Industry Stakeholder and Community Member Engagement Meetings Agenda Development, Marketing, and Technical Support - Attend and facilitate two industry stakeholder and community member engagement meetings for gathering feedback on the energy reach code regulation.
 - Develop Policy Direction Matrix with 'strawman' model code regulation in Excel and Update - Create the outline of the policy language to be used as a baseline and work through the details of the possible model code language, the interested community organizations, educational aspects, compliance process, related municipal code sections, etc. to update and revise as the project evolves to arrive at the final versions.
 - Policy Development, Cost-Effectiveness & Research Support - Coordinate project content to align with the results of the cost-effectiveness study and perform policy research to support the changes to the policy criteria in the local municipal code.
 - Presentation, Meeting Materials for Environmental Responsibility Subcommittee Meeting - Provide a memorandum summary of the industry

stakeholder and community engagement activity for the energy reach code and support city staff to present a policy update to the Environmental Responsibility Subcommittee.

- Identify Tools and Processes for Adoption and Implementation
 - Identify tools and process improvements - Support staff to identify tools and process improvements to consider including education/outreach tools (FAQ's addressing common issues raised with electrifying project), adoption tools (draft staff reports and ordinance) , and Implementation tools (building department training, permit and inspection processes streamlining)
- Provide Technical Assistance to the City for Adoption
 - Energy Reach Code Codification Support - Deliver the Final Policy Matrix to the project team and attend one meeting with City Staff to finalize the regulation requirements in coordination with the cost-effectiveness consultant.
 - Staff Report Writing & City Council Meeting Technical Support for Energy Reach Code Adoption/Public Hearing - Provide technical writing support to assemble Staff Report for model code language. Provide PowerPoint Presentation for Council meeting. Attend one City Council meeting and provide presentation support to City Staff for code adoption.
 - Submittal to the California Energy Commission - Provide technical writing support to assemble a cover letter to be sent by City Staff to the California Energy Commission. Work with staff to obtain a wet signature to the City Council approved ordinance. The Submittal to the CEC shall include the Cover letter, Staff Report, Ordinance with wet signatures, and the Cost-Effectiveness Study
 - Support Staff During Statewide Public Comment Period - Provide technical support to City Staff during the statewide public comment period administered by the California Energy Commission
- Other Contingency Tasks (As Needed) - Support staff with contingency related tasks that may be related to changes or unanticipated requests
 - Request CEC Business Meeting Date & Attend CEC Business Meeting by Phone
 - Support staff to submit to Building Standards Commission:
 - Staff Stakeholders List & Coordination Matrix

The agreement will extend through June 2023, and funds to cover this agreement have already been included in the approved General Fund budget for Fiscal Year 2021-22, and Fiscal Year 2022-23.

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

RECOMMENDATION

Staff respectfully recommends the City Council approve the award of a consultant services agreement for developing a Local Green Building Standard Ordinance "Building Electrification Reach Code" with Integrated 360, LLC (ID360).

Attachment: Agreement

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Integrated Design 360, LLC
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Melanie Jacobson
CONSULTANT'S ADDRESS: 809 Laurel Street #308
San Carlos, CA 94070
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Lukas Quach
COMMENCEMENT DATE: 4/14/2022
TERMINATION DATE: 6/30/2023
CONSIDERATION: Contract Price: \$44,967 /yr
Not to Exceed:

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 INTEGRATED DESIGN
360, LLC**

THIS AGREEMENT is made and effective as of April 14, 2022, between the City of Agoura Hills, a municipal corporation ("City") and INTEGRATED DESIGN 360, LLC ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on April 14, 2022, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Forty Four Thousand Nine Hundred Sixty Seven Dollars and zero Cents (\$44,967.00) ("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 admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed

to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

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

To Consultant: Integrated Design 360, LLC
809 Laurel Street #308
San Carlos, CA 94070
Attention: Melanie Jacobson

15. ASSIGNMENT

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

16. LICENSES

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

17. GOVERNING LAW

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

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the

City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CITY OF AGOURA HILLS

Deborah Klein Lopez,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council: _____

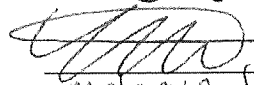
APPROVED AS TO FORM: ' _____

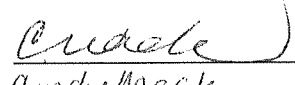
Candice K. Lee,
City Attorney

CONSULTANT

Integrated Design 360, LLC
809 Laurel Street #308
San Carlos, CA 94070

Contact: Melanie Jacobson
Phone: (650) 830-0042 x01
Email: melanie@integrateddesign360.com

By:  _____ 4/6/22
Name: *Melanie Jacobson*
Title: *Principal*

By:  _____ 4/6/22
Name: *Cindy Mack*
Title: *Administrative Leader*

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

- Program Initiation & Project Management
 - Project Definition Meeting & Develop Schedule - Organize and attend a project definition conference call with the City staff project lead to discuss strategy and overall project.
 - Project Kick-off - Organize and attend a project Kick off with City Staff to discuss the project scope, goals, timeline and deliverables
 - Progress Meetings - Attend a monthly project meeting with City Staff to discuss progress to date on the Workplan and address any coordination items and technical requirements.

- Research Existing State and Local Codes
 - Preliminary Policy Analysis Report/Research Relevant State and Local Building Codes - Perform an analysis of the permit data and suggest permit type(s) that would be most relevant for application of an energy reach code in the City. The report will cover relevant state and local building codes and best practices related to building electrification and energy efficiency of new and existing buildings and contain a range of energy saving building policies feasible for implementation.

- Lead Development of "Reach/Green" Codes
 - Industry Stakeholder and Community Member Engagement Meetings Agenda Development, Marketing, and Technical Support - Attend and facilitate two industry stakeholder and community member engagement meetings for gathering feedback on the energy reach code regulation.
 - Develop Policy Direction Matrix with 'strawman' model code regulation in Excel and Update - Create the outline of the policy language to be used as a baseline and work through the details of the possible model code language, the interested community organizations, educational aspects, compliance process, related municipal code sections, etc. to update and revise as the project evolves to arrive at the final versions.
 - Policy Development, Cost-Effectiveness & Research Support - Coordinate project content to align with the results of the cost-effectiveness study and perform policy research to support the changes to the policy criteria in the local municipal code.
 - Presentation, Meeting Materials for Environmental Responsibility Subcommittee Meeting - Provide a memorandum summary of the industry stakeholder and community engagement activity for the energy reach code and support city staff to present a policy update to the Environmental Responsibility Subcommittee.

- Identify Tools and Processes for Adoption and Implementation
 - Identify tools and process improvements - Support staff to identify tools and

process improvements to consider including Education/Outreach tools (FAQ's addressing common issues raised with electrifying project) , Adoption tools (draft staff reports and ordinance) , and Implementation tools (building department training, permit and inspection processes streamlining)

- Provide Technical Assistance to the City for Adoption
 - Energy Reach Code Codification Support - Deliver the Final Policy Matrix to the project team and attend one meeting with City Staff to finalize the regulation requirements in coordination with the cost-effectiveness consultant.
 - Staff Report Writing & City Council Meeting Technical Support for Energy Reach Code Adoption/Public Hearing - Provide technical writing support to assemble Staff Report for model code language. Provide PowerPoint Presentation for Council meeting. Attend one City Council meeting and provide presentation support to City Staff for code adoption.
 - Submittal to the California Energy Commission - Provide technical writing support to assemble a cover letter to be sent by City Staff to the California Energy Commission. Work with staff to obtain a wet signature to the City Council approved ordinance. The Submittal to the CEC shall include the Cover letter, Staff Report, Ordinance with wet signatures, and the Cost-Effectiveness Study
 - Support Staff During Statewide Public Comment Period - Provide technical support to City Staff during the statewide public comment period administered by the California Energy Commission
- Other Contingency Tasks (As Needed) - Support staff with contingency related task that may be related to changes or unanticipated request
 - Request CEC Business Meeting Date & Attend CEC Business Meeting by Phone
 - Support staff to submit to Building Standards Commission:
 - Staff Stakeholders List & Coordination Matrix

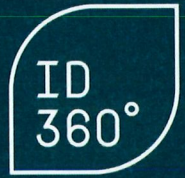
EXHIBIT B

PAYMENT RATES AND SCHEDULE

(SEE ATTACHED STATEMENT OF WORK –REVISED MARCH 16, 2022)

Submitted: March 04, 2022

Revised: March 16, 2022



Consulting Services for Developing a Local Green Building Standard Ordinance "Reach Code"

STATEMENT OF WORK

City of Agoura Hills

RFP#20220104

Web
www.ID360.green

Email
info@integrateddesign360.com

Phone
650.830.0042



TABLE OF CONTENTS

A - Cover Letter	3
B - Executive Summary	4
C - Company History, Background and Experience	5
D - Scope of Work Implementation	8
E - Project Budget	12
F - Description of Recent Projects/References	13

A.
Cover Letter

To: Lukas Quach, City of Agoura Hills

From: Melanie Jacobson, ID360

Date: 03/16/2022

Re: Revised Proposal Building Electrification "Reach/Green"
Code Consultant for City of Agoura Hills



Dear Lukas,

We are pleased to present our updated proposal for the City of Agoura Hills. We have revised the proposal to reflect the requested changes. Below is a summary of the revisions incorporated in the proposal:

- Combined the community meetings & industry stakeholder meetings into the same event for a total of 2 engagement meetings
- Removed all optional task
- Removed Task 6 Cost Benefit Economic Impact Analysis
- Added Task 5 Contingency Tasks
- Reduced the hours for Task 3

The changes to the workplan, schedule, and fee summary can be found in the attached document(s).

If you require further information or clarification concerning the changes made, please do not hesitate to contact me. I look forward to discussing the details enclosed.

Primary Contact for this Proposal:

Company: ID360

Name/Position: Melanie Jacobson, LEED AP + BD&C, Principal

Phone: 650.830.0042 ext. 01

Email: melanie@integrateddesign360.com

Mailing address:

Integrated Design 360 LLC

809 Laurel Street #308

San Carlos, California 94070

This proposal is valid for six (6) months.

Best regards,

A handwritten signature in cursive script, appearing to read "Melanie Jacobson".

B.

Executive Summary



The City of Agoura Hills is in a continued state of economic growth and development opportunity. The future of Agoura Hills focuses on innovation, technology, and sustainable development. The facilities built within the City must be a reflection of the City's environmental commitment.

The City of Agoura Hills is committed to being a leader in environmental sustainability and has adopted a local Climate Action Plan. **The City, CAAP goals are to reduce greenhouse gas (GHG) emissions outlines a path towards creating a healthy, livable, and vibrant place for its current and future residents to live, learn, work, and play.** The City is seeking consulting services to assist staff in developing and adopting policies to meet the energy reach code goal. Integrated Design 360 LLC is pleased to provide a Time-and-Materials Statement of Work for advisory, policy development, and other services to assist the city staff.

The RFP calls for a firm to develop local green building standard ordinance to provide technical support in the City's effort to explore adaption of a local green building standard ordinance. **The project aims to develop and advance Building Electrification and Electric Vehicle (EV) Infrastructure "reach/green" codes the City to update local building codes for new residential and commercial construction and major remodels.** With our knowledge and experience with City governments in California, ID360 is uniquely suited to deliver the services in an innovative, efficient, and cost-effective manner.

We will provide local green building and energy reach code ordinance development support for the 2022 building code cycle. The scope includes providing technical support to develop ordinance language and present to City Council for adoption. The ID360 Team will collaborate with city staff and stakeholder groups in creation of new green building and energy policies and guidelines that forward the City's vision to be a leader in sustainable development. We will draw on best-in-class examples and latest advances in technology to promote this goal. We will use exceptional writing and communication skills to craft and articulate these policies and guidelines.

The approach includes the project management and support services required to adopt a local energy reach code. See Chapter D scope of work implementation containing the details on activities and deliverables.

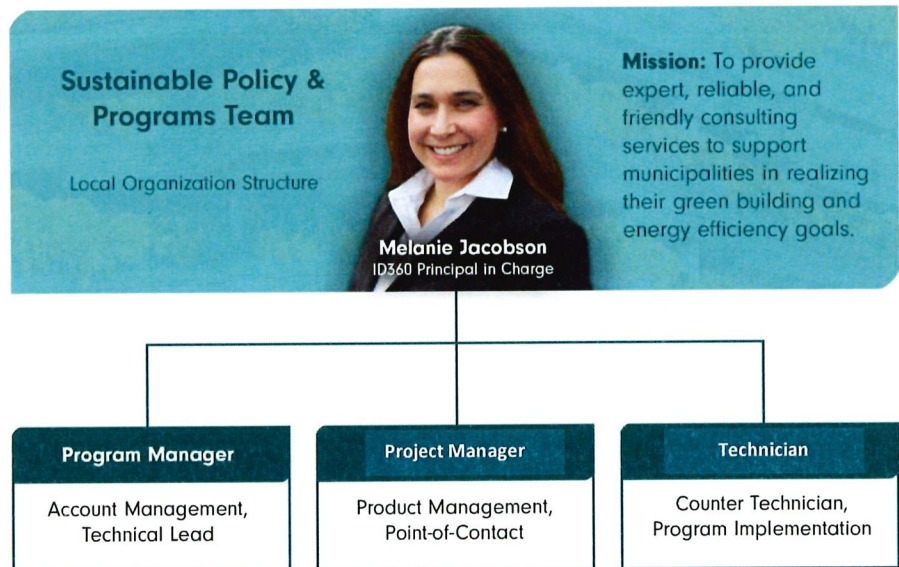


C.

Company History, Background and Experience

ID360 Information

ID360 is an experienced green building consulting firm offering Sustainable Policy & Programs and Sustainable Building Services to City governments across California and the United States. ID360 provides a range of services including local policy development, program management, stakeholder engagement, CALGreen compliance services and, plan check and inspection. Located in Menlo Park, CA, ID360 is proud to be a certified, women-owned small business, utilizing integrated, collaborative processes to improve building performance and government organizational processes. Melanie Jacobson, Principal, founded ID360 in 2011. ID360 has a Dunn & Bradstreet Account with a DUNS number of 83-849-8504. The local organizational structure includes the company's Principal, Melanie Jacobson, acting as the Principal and Sponsor, with a Program Manager, Project Manager, and Associate assigned to fulfill project commitments.



ABOUT ID360



We are all about decarbonizing our buildings and communities.

- 57** Projects
- 12** Ordinances
- 12** Community Programs
- 25** Certifications

ID360 is a Menlo Park-based sustainability consulting company with a focus on innovative sustainable design policy, community program development, green building project management, contract education, and strategy consulting. We are experts in green building codes, rating systems, and municipal green building and sustainability programs.

We have developed local ordinances and community programs for several local jurisdictions in California including the cities of South San Francisco, Palo Alto, San Luis Obispo, Menlo Park, Foster City, and San Mateo. We utilize integrated, collaborative processes to improve efficiency for buildings and government organizations. We lead in climate change, sustainability, green building, energy efficiency, water efficiency and resilience. Our firm offers a high-quality and on-demand Virtual Help Desk as a green building community program. The Help Desk supports building permit applicants on behalf of the green building program for a city's building department staff.

We have worked with several private sector clients to advance their sustainability goals including Safeway, Inc., Alexander and Baldwin, Vantage Data Centers, and Hensel Phelps Construction Co. ID360 is a Woman-Owned Small Business (WOSB), Small Business Enterprise (SBE), and Disadvantage Business Enterprise (DBE). We are fully certified by the state and federal government. Melanie Jacobson, Principal founded ID360 in 2011.



1M metric tons of CO2 emissions reduction



102M gallons of water saved



18M BTU of energy saved

SERVICES

- Policy Development & Adoption
- Green Building Certification & Wellness Consulting
- Community Program Development & Implementation
- Green Building Virtual Help Desk
- Local Government Operational Support
- Community College Partnerships & Industry Exam Preparation



Clients



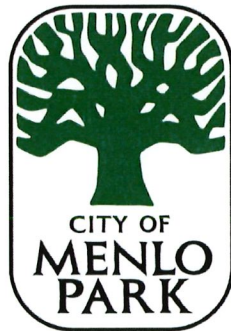
Public Sector Clients

Demonstrating Leadership in Climate Change and Sustainability

From decarbonizing buildings to implementing new bold policies, ID360 provides consulting services to help fulfill sustainability goals and position your organization and community as a sustainable leader for the future.



CITY OF
**PALO
ALTO**



CITY OF
**MENLO
PARK**



CITY OF SAN MATEO
CALIFORNIA



CITY OF SAN LUIS OBISPO



CITY OF SOUTH SAN FRANCISCO
CALIFORNIA



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.



NVUSD
NAPA VALLEY UNIFIED SCHOOL DISTRICT



CITY OF FOSTER CITY
INCORPORATED 1971



WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT



D. Scope of Work and Implementation

Background

The City of Agoura Hills staff and community members are committed to environmental sustainability and the proposed local reach code is a reflection of this commitment for facilities built within the city.

Goal

The goal of this scope of work is to provide policy development and adoption consulting services to support the City of Agoura Hills to adopt a local energy reach code ordinance in accordance with the requirements of the California Energy Commission (CEC) and reflective of the local building department permit data. The top priority is to ensure the reach code will achieve long-term goals within the City of Agoura Hills Climate Action Plan (CAP) and ultimately result in new development in the City projects achieving energy efficiency.

Activities

The Workplan is organized into the following tasks and is based on the RFP and our experience in developing similar policies:

- Task 0 - Program Initiation and Project Management
- Task 1 - Research Existing State and Local Codes
- Task 2 - Lead Development of "Reach/Green" Codes
- Task 3 - Identify Tools and Processes for Adoption and Implementation
- Task 4 - Provide Technical Assistance to the City for Adoption
- Task 5 - Other Contingency Tasks

SCHEDULE					
	2022				2023
Task	Q1	Q2	Q3	Q4	Q1
Task 0					
Task 1					
Task 2					
Task 3					
Task 4					
Task 5					



ID360 WORKPLAN: POLICY DEVELOPMENT & ADOPTION

#	Task Name	Duration	Total Hours
	Task 0 - Program Initiation & Project Management		26.0
a	o Project Definition Meeting & Develop Schedule: Organize and attend a project definition conference call with the City staff project lead to discuss strategy and overall project. Assumes meeting prep with Agenda, attend meeting, and deliver meeting minutes and project schedule.	1 week	8.0
b	o Project Kick-off: Organize and attend a project Kick off with City Staff to discuss the project scope, goals, timeline and deliverables. Assumes meeting prep with Agenda and PowerPoint, attend meeting, and deliver meeting minutes.	1 Day	10.0
c	o Progress Meetings: Attend a monthly project meeting with City Staff to discuss progress to date on the Workplan and address any coordination items and technical requirements.	Monthly	8.0
	Task 1 - Research Existing State and Local Codes		18.0
d	o Preliminary Policy Analysis Report/Research Relevant State and Local Building Codes: Collaborate with City Staff to obtain relevant permit data of the past two calendar years. Perform an analysis of the permit data and suggest permit type(s) that would be most relevant for application of an energy reach code in the City. The report will cover relevant state and local building codes and best practices related to building electrification and energy efficiency of new and existing buildings. The research report will contain a range of energy saving building policies feasible for implementation in Climate Zone 9 related to building electrification and EV infrastructure relevant to the 2022 California Energy Code and the 2022 CALGreen Code. The key features will be summarized in format easy to review for stakeholders.	1 week	18.0
	Task 2 - Lead Development of "Reach/Green" Codes		88.0
f	o Industry Stakeholder and Community Member Engagement Meetings Agenda Development, Marketing, and Technical Support: Attend and facilitate two (2) 90-minute industry stakeholder and community member engagement meetings with local contractors, architects, and building owners for gathering feedback on the energy reach code regulation. For each meeting the following will be prepared: a) community meeting agendas, b) powerpoints, c) "Event Brite" webpage for signup, d) email blast to stakeholders e) correspondance with community members via email as directed by City staff, f) meeting minutes. Assemble results into a summary table and narrative paragraphs to use in the staff report.	8 weeks	30.0

h	<p>o <u>Develop Policy Direction Matrix with 'strawman' model code regulation in Excel and Update:</u> Using the list of ideal policy requirements from City Staff, create the outline of the policy language to be used as a baseline. The matrix is a tool to house and think through the details of the possible model code language, the interested community organizations, educational aspects, compliance process, related municipal code sections, etc. The matrix will house the cost-effectiveness results (developed by Statewide Codes and Standards Committee). The intent will be to update and revise the document as the project evolves. The final product may include two (2) to three (3) versions of the energy reach code with varying levels of stringency.</p>	6 weeks	23.0
i	<p>o <u>Policy Development. Cost-Effectiveness & Research Support:</u> Coordinate project content to align with the results of the cost-effectiveness study. Cost-effectiveness study to be performed by the Statewide Codes and Standards Committee. Perform policy research to support the changes to the policy criteria in the local municipal code. Perform State and Federal policy research for amendment to the State code within the municipal code. Communicate with State and Federal agency staff, as needed, regarding the evolving policy development direction.</p>	4 weeks	23.0
j	<p>o <u>Presentation. Meeting Materials for Environmental Responsibility Subcommittee Meeting:</u> Provide a memorandum summary of the industry stakeholder and community engagement activity for the energy reach code and support city staff to present a policy update to the Environmental Responsibility Subcommittee. The style of content will target a non-technical audience without specialized knowledge in energy codes. Provide content for 12-15 PowerPoint slides to support the meeting.</p>	1 Day	12.0
Task 3 - Identify Tools and Processes for Adoption and Implementation			13.0
k	<p>o <u>Identify tools and process improvements:</u> Support staff to identify tools and process improvements to consider for Task 5 and Task 6. This task shall include general support for staff related implementation including a) Education/Outreach tools: Develop parameters for FAQ's addressing common issues raised with electrifying project as well as technical information on electrical appliances. b) Adoption tools: This includes draft staff reports and ordinance, findings for local governments to use when submitting Building codes to the California Building Standards Commission and the California Energy Commission (CEC) for acceptance, and/or other tools needed to move forward with the code adoption process at the local government and State level. c) Implementation tools: This includes building department training, permit and inspection processes streamlining (including documenting all process efficiencies and benefits enabled by a suite of proposed streamlined permitting processes), educating builder community, and/or other tools needed to move forward with the code implementation process. This task shall include one staff meeting and delivery of a memo containing the suggested tools and resources.</p>	2 weeks	13.0

	Task 4 - Provide Technical Assistance to the City for Adoption		49.0
l	<ul style="list-style-type: none"> o Energy Reach Code Codification Support: Deliver the Final Policy Matrix to the project team. Attend one meeting with City Staff to finalize the regulation requirements in coordination with the cost-effectiveness consultant. The final version in the Policy Direction Matrix will house the final model code language. It is assumed that the final code will be written and approved by the City Attorney. The process will include support for up to three (3) revisions. 	3 weeks	19.0
m	<ul style="list-style-type: none"> o Staff Report Writing & City Council Meeting Technical Support for Energy Reach Code Adoption/Public Hearing: Provide technical writing support to assemble Staff Report for model code language. Provide PowerPoint Presentation for Council meeting. Attend one City Council meeting and provide presentation support to City Staff for code adoption. Assumes City Council packet is due six weeks prior to City Council meeting. Assumes PowerPoint Presentation is due two weeks prior to City Council meeting. 	8 weeks	26.0
n	<ul style="list-style-type: none"> o Submittal to the California Energy Commission: Provide technical writing support to assemble a cover letter to be sent by City Staff to the California Energy Commission. Work with staff to obtain a wet signature to the City Council approved ordinance. The Submittal to the CEC shall include the Cover letter, Staff Report, Ordinance with wet signatures, and the Cost-Effectiveness Study. Remain in regular communication with the Building Official regarding obtaining notice of receipt from CEC. Work with staff to request assignment of a public comment period and preliminary CEC business meeting date. Note: The CEC will only grant a spot on the Business Meeting agenda after the close of the public comment period. 	2 weeks	2.0
o	<ul style="list-style-type: none"> o Support Staff During Statewide Public Comment Period: Provide technical support to City Staff during the statewide public comment period administered by the California Energy Commission. Address specific questions posed by the CEC and community members during the comment period and before the Business Meeting. 	Up to 15 days	2.0
	Task 5 - Other Contingency Tasks		25.0
p	<ul style="list-style-type: none"> o Support staff with contingency related task that may be related to changes or unanticipated request. Task contingency may include but not limited to the following: Request CEC Business Meeting Date & Attend CEC Business Meeting by Phone: Attend CEC Business Meeting, via conference call, to witness approval of local code and to be available to CEC staff immediately following the Business Meeting to address questions. Once approved, work with City Staff to obtain formal letter from CEC for submission to the Building Standards Commission. The City may be required to wait up to 2 months to appear on California Energy Commission Business Meeting agenda. Assumes 60 Days to complete this task to include waiting time to get on agenda. In the event that updates are needed to the ordinance. Support staff to submit to Building Standards Commission: Support staff to obtain official letter from the CEC to submit to the Building Standards Commission to gain permission to enforce the ordinance. Provide example letter for submittal. Staff Stakeholders List & Coordination Matrix : Work with senior staff to create an internal coordination matrix as a staff management tool to define coordinated efforts for the energy reach code. Document operational procedures and all existing forms, worksheets, checklists and identify new documents to create. Assumes initially one iteration and one (1) round of comments and updates. 	4 Weeks	25.0



E.

Project Budget

ID360 is proposing to contract on a time and materials basis for labor and travel per diem expenses.

The schedule for completing the activities presented in this Statement of Work will be developed in cooperation with the City of Agoura Hills staff.

FEE SUMMARY		
Task	Description	Proposed Fee
Task 0	Program Initiation & Project Management	\$4,918
Task 1	Research Existing State and Local Codes	\$3,582
Task 2	Lead Development of "Reach/Green" Codes	\$17,667
Task 3	Identify Tools and Processes for Adoption and Implementation	\$2,500
Task 4	Provide Technical Assistance to the City for Adoption	\$10,100
Task 5	Other Contingency Tasks	\$5,000
	Travel Cost	
	Travel per diem (2 round trips to Agoura Hills)	\$1,200
	Total Base Services Costs:	\$39,967
	Base Services + Contingency:	\$44,967

ID360 HOURLY RATES		
DESIGN PHASE		
	Labor Category	Rate (2022)
	Principal	\$263.00
	Project Manager	\$167.00
	Associate	\$116.00



F. Description of Recent Projects/References

ID360 is a green building consulting firm serving clients throughout California and the United States. We assist our clients in setting specific environmental building objectives, and we work with personnel to achieve extraordinary results. We use calculated and proven techniques to lead teams to meet energy-efficient and environmentally responsible goals.

ID360 has worked with many other cities in California to develop local green building and energy reach code programs. Examples of other cities, including the additional information about each project can be found on the following pages. The firm has consulted on numerous projects with expert advice around local Energy Reach Code development and compliance. We have assisted projects in meeting the specified environmental building standard. This expertise has enabled the firm to provide leadership to architects, engineers, inspectors, contractors, and building owners. ID360's prior experience is outlined in the following contracts:

PROJECT NAME	START - END DATE	CLIENT NAME AND INFO FOR REFERENCE
EV and Electrification Reach Code Development for the City of South San Francisco	11/2020- Present	Ms. Christina Fernandez Assistant City Manager, Chief Sustainability Officer City of South San Francisco Phone: (650) 272-7431 Email: christina.fernandez@ssf.net
Program Development and Implementation for Local Energy Reach Code "Clean Energy Choice Program" for the City of San Luis Obispo	8/2020 - Present	Ms. Teresa McClish Special Projects Manager City of San Luis Obispo Phone: 805.783.7840 Email: tmcclish@slcity.org
Green Building Ordinance and Energy Reach Code Ordinance Development and Support to City Departments for the City of San Mateo	06/2015- 01/2017	Ms. Kathy Kleinbaum Deputy City Manager City of San Mateo Phone: (650) 522-7153 Email: kkleinbaum@cityofsanmateo.org
Green Building Program for the City of Menlo Park, LEED Performance Program	06/2017- 04/2018	Ms. Deanna Chow Assistant Community Development Manager City of Menlo Park Phone: (650) 330-6733 Email: dmchow@menlopark.org
Green Building Program Management for the City of Palo Alto, Green Building and Energy Reach Code Development and Rollout	8/9/2014- Present, Three contract awards	George Hoyt Chief Building Official, City of Palo Alto Email: George.Hoyt@cityofpaloalto.org Phone: (650) 329-2368 Mr. Peter Pirnejad Formerly - Development Services Director, City of Palo Alto Current - City Manager of Los Altos Hills Phone: (650) 947-2514 Email: ppirnejad@losaltoshills.ca.gov

CASE STUDY



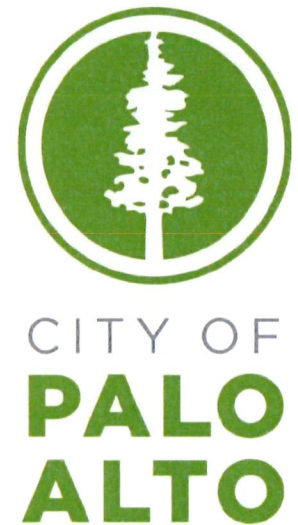
CITY OF PALO ALTO

PROGRAM DESCRIPTION

Since 2014, ID360 has supported the City of Palo Alto to ensure the highest quality control and implementation management for the roll-out and enforcement of the Green Building Program.

ID360 supports an interdepartmental group of staff stakeholders to ensure the green building and energy policy is enforced properly on projects during the Planning, Plan Check, Inspection, and Post-Occupancy phases. ID360 has developed a customized program to sync with the entitlement process and compliance procedures.

As a strategy & policy consultant to the City of Palo Alto, ID360 has worked with stakeholders and city staff to adopt and implement local green building and energy reach code regulations that are more aggressive than the State of California requirements.



PROGRAM HIGHLIGHTS

- Green Building and Energy Reach Code Ordinance development assistance
- Stakeholder engagement and public meeting facilitation
- Program coordination amongst city planning and building departments
- Entitlement support for green building and energy compliance
- Plan check and inspection support for green building and energy regulation
- Green Building Help Desk technical support staff
- Building Electrification Study
- City Council and Commissions presentations and technical support

CASE STUDIES

CITY OF SAN MATEO

ID360 supported city staff and stakeholders to create a solar power mandate and EV charging infrastructure policy to comply with the requirements within the City of San Mateo Climate Action Plan. The policy focuses on a solar power mandate and EV charging infrastructure for new commercial, multi-family, and single-family residential construction.



CITY OF SAN LUIS OBISPO

ID360 worked with city staff to develop a comprehensive and easy-to-follow compliance program for the Clean Energy Choice Program. The program is for new buildings and is an energy reach code ordinance that outlines local amendments to the 2019 California Energy Code, Title 24, Chapter 6. For residential construction, the ordinance addresses two energy compliance pathways, the all-electric design and the mixed-fuel design.



CITY OF MENLO PARK

ID360 teamed with DNV-GL to create an innovative LEED Review Program for the City of Menlo Park. The ID360 staff incorporated our proven green building program design elements as a guide to inform the structure, strategy, and delivery model. The program is a pathway for the enforcement of the local municipal green building ordinance.



CITY OF SOUTH SAN FRANCISCO

ID360 was contracted to support the City in the adoption of a local Energy Reach Code and EV Reach Code and address the policy barriers present in the city. Our team has assisted staff in developing and adopting policies to meet the Energy Reach Code and Electric Vehicle Charging Ordinance goals. ID360 has provided advisory, policy development, and program design and implementation services. ID360 worked with city staff, and other supporting consultants, to develop the reach code criteria for local adoption.





CONSULTING TEAM

LEED AP BD&C, ICC CALGreen
Plans Examiner and Inspector,
QWEL



LEED Accredited Professional,
U.S. Green Building Council

CALGreen Plans Examiner and
Inspector, International Code
Council

LEED Green Associate,
ICC CALGreen Plans Examiner
& Inspector, QWEL



CALGreen Plans Examiner and
Inspector, International Code
Council

LEED GA, U.S. Green Building
Council

Melanie Jacobson, Principal

Melanie Jacobson is Principal of Integrated Design 360 LLC and a green building and sustainable design strategy expert for local governments. Melanie works with local jurisdictions to integrate feasible and applicable sustainable design and operational strategies for planning and building departments in support of city council governance. Melanie brings leadership in zero-net energy and zero-net water policy and implementation.

Melanie holds a Bachelor of Science in Environmental Design from University of California Davis. Melanie is the former Sub-Committee Chair of the Sustainable Materials Technical Committee for the CHPS green building rating system. She is a LEED Accredited Professional and certified as a California Green Building Code Plans Examiner and Inspector through the International Code Council. She is a member of the California Building Energy Consultants (CABEC), the U.S. Green Building Council Northern California Chapter, and the Project Management Institute.

Leila DeSilva, Project Manager

Ms. DeSilva is a Project Manager with Integrated Design 360. She is committed to sustainable design and construction and ensuring customer satisfaction is achieved on each project. She is skilled at educating others on sustainability concepts and providing superior customer service to our customers. Ms. DeSilva has experience with incorporating green building design concepts into construction documents and supporting architects, engineers and contractors in understanding how to meet a range of environmental standards including CALGreen, CHPS, LEED, T24 Energy Code Compliance, PCBs regulations, and Commissioning requirements. She is certified as a California Green Building Code Plans Examiner and Inspector through the International Code Council.

Ms. DeSilva has received her Bachelor of Liberal Arts and Sciences in Sustainability from San Diego State University.