

REPORT TO CITY COUNCIL

DATE: JUNE 22, 2022

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 MICHAEL HENDRIX CONSULTING FOR PHASE 3 IMPLEMENTATION OF THE CLIMATE ACTION AND ADAPTATION PLAN (CAAP)

On April 27, 2022, the City Council adopted the Initial Study/Negative Declaration and the final draft of the City's Climate Action and Adaptation Plan (CAAP), concluding Phase 2 of the process. The third and final Phase 3 will address the specific details of implementation.

It is without hesitation that staff recommends approval of a contract with Michael Hendrix Consulting to complete key components of Phase 3 given his intimate knowledge of the City's CAAP and the Agoura Hills community. He also has proven experience successfully completing similar scopes of work for other public agencies.

For the first two phases, Mr. Hendrix was employed by LSA Associates, Inc (LSA). However, at the conclusion of Phase 2, Mr. Hendrix parted ways with LSA, and he has since started his own private consulting firm, Michael Hendrix Consulting. Since the beginning of Phase 1 in 2019, Mr. Hendrix has been an instrumental part of the City's team, serving as the subject matter expert on climate action and adaptation planning. In addition to drafting the CAAP document and being the primary lead for all the accompanying technical analyses, he also participated in all the public workshops, and provided responses to the public comments received during the environmental document phase. Approval of a contract with Mr. Hendrix ensures consistency with all the efforts to date in preparing the CAAP, and offers a seamless transition to the implementation details in Phase 3.

The proposed scope of work includes:

- CAAP Monitoring and Implementation Strategy Method Selection
- CAAP Consistency Checklist or Monitoring Tool
- Screening Tables Tracking Tools

- CAAP Progress Report Template

Refer to the attached agreement for a more detailed description of each task.

Staff has discussed the proposed budget of \$30,000 with Michael Hendrix and determined it to be reasonable and acceptable. The work is included in the proposed budget for FY 2022-23, and will be covered with General Fund dollars.

RECOMMENDATION

Staff respectfully recommends the City Council approve a Consultant Services Agreement with Michael Hendrix Consulting in the amount not-to-exceed \$30,000.

Attachment: Agreement for Consultant Services

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Michael Hendrix Consulting
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Michael Hendrix
CONSULTANT'S ADDRESS: 18227 Rancho Road
Hesperia, CA, 92345
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Ramiro Adeva
COMMENCEMENT DATE: July 1, 2022
TERMINATION DATE: June 30, 2023
CONSIDERATION: Contract Price
Not to Exceed: \$30,000/yr.

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 MICHAEL HENDRIX
CONSULTING**

THIS AGREEMENT is made and effective as of June 23, 2022 , between the City of Agoura Hills, a municipal corporation ("City") and Michael Hendrix ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 1, 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 thirty thousand dollars and zero cents (\$30,000) ("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.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

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 insurance is required only if Consultant employs any employees. Consultant warrants and represents to the City that it has no employees and that it will obtain the required Workers Compensation Insurance upon the hiring of any employees.

4) Professional Liability coverage: \$1,000,000 per claim and in aggregate.

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: Michael Hendrix Consulting
18227 Ranchero Road
Hesperia, CA 92345
Attention: Michael Hendrix

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.

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

Deborah Klein Lopez,
Mayor

ATTEST:

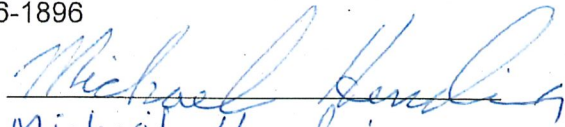
Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Michael Hendrix Consulting
18227 Ranchero Road
Hesperia, CA 92345
Michael Hendrix
951-236-1896

By: 
Name: Michael Hendrix
Title: Principal

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:

Exhibit A: Project Understanding and Scope of Work

1. Project Understanding and Objectives

This original scope of work took into consideration the City's requirements for the timing of completion of the CAAP and split the tasks into three phases (Phase I, II and III). Phase I focused on CAAP development that took about 18 months to complete. Phase II focused on the CEQA Initial Study/Negative Declaration related to CAAP and took approximately 8 months to complete. Phase III focuses on developing a CAAP Implementation and Monitoring Program. A detailed scope of work for Phases III CAAP implementation is provided below.

2. Scope of Services

Phase III: CAAP Monitoring and Implementation

The following tasks are numbered sequential to Phase I (Tasks 1-7 in the development of the Draft CAAP) and Phase 2 (Task 8 in the CEQA Analysis of the CAAP). Therefore, Phase III—CAAP Monitoring and Implementation begins with Task 9 and provides subtasks 9.1 through 9.4.

Task 9.0: CAAP Monitoring and Implementation

Post-CAAP development, the next step is to monitor and track the progress of GHG reduction measures identified in the City's CAAP. This optional phase presents the scope for developing a City-specific CAAP implementation and monitoring strategy.

Task 9.1: CAAP Monitoring and Implementation Strategy Method Selection. To implement and track progress of the CAAP, I propose to develop a comprehensive strategy in consultation with the City. Based on my experience working on CAAPs for different jurisdictions, I envision a system that does not pose administrative burden for the City staff and is comprehensive and effective in implementing GHG reduction measures at the same time. To the maximum extent feasible, I will develop an implementation strategy that uses the planning processes (such as permit application tracking) the City currently uses. The implementation strategy will provide an overview of the following for each reduction measure:

- Department responsible for implementing the measure;
- The timeframe for implementation;
- Performance indicators; and
- Current planning process used to implement the measure.

Task 9.2: CAAP Consistency Checklist or Monitoring Tool.

CAAP Consistency Checklist: As a starting point, I propose to develop a two-pronged approach for monitoring. First, developing a *CAAP Consistency Checklist* (Checklist). The purpose of the Checklist is to, in conjunction with the CAAP, provide a streamlined review process for ministerial projects that are not subject to discretionary review and do not trigger environmental review pursuant to the CEQA.

This Checklist will contain measures that are required to be implemented on a project-by-project basis to ensure that the specified emissions targets identified in the CAAP are achieved. Implementation of these measures would ensure that ministerial projects are consistent with the CAAP's assumptions for relevant

CAAP strategies toward achieving the identified GHG reduction targets. Projects that are subject to discretionary review and trigger environmental review pursuant to the CEQA require a more comprehensive analysis of GHG emissions and CAAP consistency will rely on screening tables to show consistency with the CAAP (see Task 9.3 below).

CAAP Monitoring Tool: If the City has an online permit application tracking system, monitoring of energy efficiency retrofits, EV charging system and/or solar panel installation on existing residential and commercial buildings would be tracked using the CAP Monitoring tool. This tool can track progress of permit applications, such as the installation of electric vehicle charging equipment, HVAC system updates, and other types of permit applications that will result in GHG emission reductions within the existing land use sector. This permit application tracking tool, combined with the Screening Tables tracking tool, will result in a monitoring program for both existing and new land uses within the City using the existing planning processes. I provided a similar tool for the City of Corona and was able to customize the City of Corona Permit Application software (eTRAKiT) by integrating GHG reduction calculations within the software for designated permits such as room additions, HVAC systems, etc. In this way, the City of Corona was able to monitor implementation using the permit application software it already used and allowed City planning staff to monitor progress of the CAP while performing its current duties. Further, the City of Corona's IT Department was able to set up a CAP monitoring dashboard that automatically updates on the City's CAP webpage.

Task 9.3 Screening Tables Tracking Tools. For discretionary projects that require CEQA review, I propose a second approach: using Screening Tables in implementing GHG reductions associated with new development. Screening Tables allow flexibility in how new development implements reduction measures pertinent to the new development. The Screening Tables are a menu of options with assigned points for each option incorporated into a project as mitigation or a project design feature (collectively referred to as "features") that will implement the GHG reduction measures. The point values correspond to the minimum emissions reduction expected from each feature. The menu of features allows maximum flexibility and options for how development projects can implement the GHG reduction measures. Projects that garner at least 100 points would be consistent with the reduction quantities anticipated in the CAAP. Consistent with *CEQA Guidelines*, such projects would be determined to have a less than significant individual and cumulative impact related to GHG emissions.

This serves three functions:

- 1) It provides a business-friendly way of scaling programmatic level GHG reduction measures to project level design features that also ensures that new development is providing the quantity of reductions needed for the CAAP to achieve the targets.
- 2) It is a precise and legally defensible way of tiering from the CAAP that allows an efficient CEQA streamlining process for new development.
- 3) The Screening Tables tracking tool allows the City to track implementation of the reduction measures over time.

The draft Screening Tables will be provided to the City for review and comment.

Task 9.4 CAAP Progress Report Template. To effectively monitor and report on CAAP progress the City needs a reporting format. I propose providing City staff with a CAAP Progress Report Template that will take the data obtained from the Monitoring and Tracking tools described in Tasks 9.2 through 9.3 and

provide it in a format that is easily understood by the public and decision makers. I recommend that the City provide a CAAP Progress Report annually.

Deliverables

- Monitoring and Tracking Tools Scoping Memorandum.
- CAAP consistency Checklist or Monitoring Tool for City's Use (draft, final and electronic).
- Screening Tables tracking tool (draft and final, electronic).
- CAAP Progress Report Template

EXHIBIT B
PAYMENT RATES AND SCHEDULE

Exhibit B: Project Budget

The following table shows the hours for each of the subtasks and direct costs for in person meetings that may be needed during the execution of the Scope of Work for Phase III. This budget will be billed on a time and materials basis.

AGH2201.P City of Agoura Hills CAAP Phase III Budget		Michael Hendrix Consulting		Total Fees
		Principal	Total Hours	
		5/18/2022		
		Employee	Michael Hendrix	
		Escalation	0%	
		Billable Rate	\$195	
Task 9	Climate Action and Adaptation Plan Monitoring and Implementation			
9.1	CAAP implementation and Monitoring Strategy -Method selection	19.00	19.00	\$3,705.00
9.2	CAAP Consistency checklist or Monitoring Tool	50.00	50.00	\$9,750.00
9.3	Screening Tables & Screening Tables Tracking Tool	60.00	60.00	\$11,700.00
9.4	CAAP Progress Report Template	24.00	24.00	\$4,680.00
Task 9 Climate Action and Adaptation Plan Monitoring and Implementation Subtotal:		153.00	153.00	\$29,835.00
Subtotal Labor:		153.00	153.00	\$29,835.00
Reimbursable Expenses				
Mileage				\$165.00
Subtotal Reimbursable Expenses				\$165.00
			Total	\$30,000.00