

REPORT TO CITY COUNCIL

DATE: JULY 10, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: LOUIS CELAYA, DEPUTY CITY MANAGER

SUBJECT: APPROVE AGREEMENT FOR CONSULTANT SERVICE WITH JENSEN HUGHES INC. FOR COMMUNITY WILDFIRE RISK ASSESSMENT SERVICES 2024-25

In late November 2023, the City received an invitation to participate and submitted an application with Santa Monica Mountain Conservancy's grant program for projects that would continue to enhance its wildfire resiliency efforts. The City elected to submit a grant application for the development of a Community Wildfire Risk Assessment (CWRA). During the summer of 2023, City staff met with a local group interested in the creation of a local fire safety council and working toward developing firewise communities within the City of Agoura Hills. Since that time, an Agoura Hills Fire Safe Council (AHFSC), has been created, and is a local nonprofit operating independently from the City.

During the initial discussions concerning the development of a local fire safe council and firewise communities, one item that was presented to the City for consideration was to prepare a CWRA. A CWRA would assist the local fire safe council with its eligibility to seek and secure future funding as this type of document is an element required with firewise community establishment. Additionally, this document will continue to assist the City with evaluating wildfire risks, as well as prepare for future development of a community wildfire protection plan. In addition, this may assist homeowners and the issues surrounding property insurance coverage.

In December of 2023, the City was awarded a grant in the amount of \$50,000 toward this endeavor. Subsequently, City staff began the preparation of a Request for Qualifications/Proposal package to solicit firms specializing in the preparation of a CWRA. On January 18, 2024, the City released its RFQ/RFP package, and the solicitation closed on February 20, 2024. The City received nine proposals, and concluded its initial reviews in April 2024, narrowing down the nine proposals received to the top three firms. On April 30, 2024, and May 2, 2024, City staff performed interviews with the top three proposers.

The proposed cost for the preparation of a community wildfire risk assessment from the top three proposers are as follows:

Company	Cost
Dudek	\$114,706.00
Jensen Hughes Inc.	\$104,962.00
SWCA Incorporated	\$89,357.00

At the conclusion of the interviews, Jensen Hughes Inc. (JHI), was selected as the successful proposer, as JHI possesses the knowledge, appropriate staffing, and vast experience in the preparation of CWRAs, community wildfire protection plans, and other fire assessment related documents. JHI was responsible for preparing a community wildfire protection plan for the City of Malibu, several wildfire protection plans and mitigation projects in Ventura County, and was deemed the firm that would best meet the City's needs in this endeavor.

The attached agreement details the scope of the CWRA development process consisting of: 1) risk assessment of wildfire hazards, geospatial data review, hazard and risk analysis, 2) evaluation of vulnerable assets, 3) community and stakeholder engagement, including workshops and a survey, 4) risk analysis and identifying mitigation strategies, and 5) preparation and presentation of the CWRA. The estimated time frame for completion of the CWRA is twelve months. The agreement period is for seventeen (17) months, to address potential unforeseen or additional work that may be needed.

The proposed agreement has been reviewed by the City Attorney and approved as to form. Should the City Council approve the agreement with JHI, staff will begin discussions with JHI to schedule a kick-off meeting to discuss the project.

FISCAL IMPACT

Funding for an Agreement for Consultant Services with JHI for a Community Wildfire Risk Assessment Services is \$104,962, for FY 2024-25 funding has been requested as follows:

General Funds Budget Amendment Mid-Year Adjustment	\$10,000	260-4215-5510.00
SMC Fire Resiliency Grant 1: Mid-Year Adjustment	\$12,029	260-4215-5510.00
SMC Resiliency Grant 2:	\$50,000	260-4215-5510.00
Emergency Services	\$32,933	010-4215-5520.00
Total Funding Request:	\$104,962	

RECOMMENDATION

Staff respectfully recommends the City Council approve the Agreement for Consultant Services with Jensen Hughes Inc. for Community Wildfire Risk Assessment Services 2024-25.

Attachment: Agreement for Consultant Services

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Jensen Hughes

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Darlene Rini

CONSULTANT'S ADDRESS: 1000 Wilshire Blvd
Los Angeles, CA, 90017

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Louis Celaya

COMMENCEMENT DATE: July 11, 2024

TERMINATION DATE: December 31, 2025

CONSIDERATION: Contract Price
Not to Exceed: \$104,692.00

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

AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF AGOURA HILLS AND JENSEN HUGHES

THIS AGREEMENT is made and effective as of July 11, 2024, between the City of Agoura Hills, a municipal corporation ("City") and Jensen Hughes ("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 11, 2024, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2025, 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. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Consultant from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates

for any work done under this contract, by him or by any sub-consultant under him, in violation of the provisions of the Agreement..

5. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed One Hundred Thousand Four Thousand Six Hundred Ninety Two Dollars and Zero Cents (\$104,692.00) ("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.

6. 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.

7. 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.”

8. 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. The Consultant shall not be liable for any use of documents for any purpose for which they were not prepared by 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.

9. 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 to the extent arising out of or incident to any negligent 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.

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. 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 as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: One million (\$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.

6) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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.

13. INDEPENDENT CONSULTANT

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

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

14. 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.

15. 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.

16. 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: Jensen Hughes
1000 Wilshire Blvd., Ste. 250
Los Angeles, CA 90017
Attention: Darlene Rini

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. AMENDMENT TO 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.

24. 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

Illece Buckley Weber,
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Jensen Hughes
1000 Wilshire Blvd., Ste. 250
Los Angeles, CA 90017
Raj Arora, Chief Executive Officer
Ryan Earle, Chief Financial Officer
(213) 412-1400

By: _____
Name: Raj Arora
Title: CEO

By: _____
Name: Ryan Earle
Title: CFO

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

Preparation and development of a Community Wildfire Risk Assessment (CWRA). CWRA development will consist of the following tasks:

Task 1 – Assessment of Wildfire Hazards

Review Digital Geospatial Data
Conduct Hazard and Risk Analysis

Task 1 Deliverables:

- ✓ Written data request for relevant GIS datasets
- ✓ Draft memo of identified data gaps (if applicable)
- ✓ Draft memo of modeling assumptions, key inputs and outputs of the fire hazard assessment

Task 2 – Evaluation of Vulnerable Assets

Identify & Evaluate Exposed Assets and Vulnerabilities

Task 2 Deliverables:

- ✓ Draft memo of results of risk and vulnerability assessment

Task 3 – Community Engagement

Stakeholder Working Groups (2 meetings)
Public Workshops (2)
Community Survey

Task 3 Deliverables:

- ✓ Preparation of materials for three stakeholder working groups (e.g., agendas, slide decks, maps, sign-in sheets, workshop notes)
- ✓ Preparation of materials for two public workshops (e.g., agendas, slide decks, posters/maps, sign-in sheets, workshop notes)
- ✓ Facilitation of online public survey and summary of results

Task 4 – Risk Analysis and Mitigation Strategies

Conduct a Community Risk Assessment
Mitigation Strategy (Identification)

Task 4 Deliverables:

- ✓ Draft memo of the risk analysis and recommended mitigation strategies

Task 5 – Report and Recommendations

Prepare the Wildfire Risk Assessment
Provide Presentation of Final WRA

Task 5 Deliverables:

- ✓ Draft WRA
- ✓ Final WRA
- ✓ Final presentation and associated materials (agenda, slides, minutes)

Task 6 – Project Management and Progress Meetings

Details related to the specified task are identified in the February 20, 2024 Jensen Hughes technical proposal

Timeline: One Year from the executed agreement date. Additional six months is being allocated to allow for unforeseen or unanticipated additional work required.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

The proposed Scope of Services will be provided by Consultant for a firm fixed fee of \$104,692, including necessary expenses to perform the development of the CWRA scope of services.

<i>Phase or Activity</i>		<i>Fees</i>
1. Task 1: Assessment of Wildfire Hazards	\$	20,240
2. Task 2: Evaluation of Vulnerable Assets	\$	14,547
3. Task 3: Community Engagement	\$	17,839
4. Task 4: Risk Analysis and Mitigation Strategies	\$	15,343
5. Task 5: Report and Recommendations	\$	20,757
6. Task 6: Project Management and Meetings	\$	15,966
Total	\$	104,692

*The proposed project budget is inclusive of anticipated expenses for travel to attending workshops, site visits, and in-person meetings with the various stakeholder committees and working groups. Expenses are anticipated to be \$511.

BILLING RATES

The following table lists the staff classifications and associated hourly rates to perform the services described in the RFP and Attachment E. These rates are fully burdened and inclusive of all costs, benefits, overhead, etc.

<i>Labor Category</i>		<i>Fees</i>
1. Principal	\$	292 - 259
2. Project Manager / Senior Consultant	\$	259 - 213
3. Project Engineer / Consultant	\$	196 - 157
4. Staff Engineer / Consultant	\$	147 - 105
5. Administrative	\$	113 - 91

Appendix B – Scope of Services

Based on our past experiences working on similar projects, we offer the following detailed scope of services.

1.1 TASK 1 – ASSESSMENT OF WILDFIRE HAZARDS

Purpose: *To evaluate and gain an understanding of the planning area’s wildfire hazards, risks, and vulnerabilities. This will include quantify assessments through wildfire behavior modeling, ground-truthing, qualitative assessments of existing datasets, and consultation with key representative(s).*

1.1.1 Task 1.1 – Review Digital Geospatial Data

Jensen Hughes will collect and review available, pertinent, geospatial data through a written data request to local, county, state, and federal points of contact. Data that we typically use for the development of a WRA include planning area boundary, administrative boundaries, parcel data, land ownership, open spaces, land uses/zoning, locally designated WUI, existing and/or proposed fuel treatments, etc. For potential damage assessments, socio-economic vulnerability, and coping capacity assessments, we would also request additional data as available (e.g., critical facilities & infrastructure, high hazard structures/uses, high-value assets, natural resources, historical and cultural resources, recreational areas, housing data, demographics, vulnerable populations, utilities, water supplies/hydrants, response times, etc.). These datasets are usually available from county planning staff. Additionally, our team will obtain publicly available local, state, and federal spatial data pertaining to the planning area for use in creating the WRA.

Based on our review, Jensen Hughes will identify gaps in availability of information needed to support the development of the WRA and will provide the Client with a written data request to fill these gaps. In the event this data is not available, we will identify gaps that the City of Agoura Hills may want to address in the future.

Jensen Hughes will utilize the latest version of Environmental Systems Research Institute, Inc (ESRI) ArcGIS to ensure our products are compatible with software used by the Client and other stakeholders.

1.1.2 Task 1.2 – Conduct Hazard and Risk Analyses

Overview

Jensen Hughes has qualified Fire Behavior Analyst(s) who will work with the Client to develop an analytical approach that meets the long-term planning needs of the key stakeholder groups for the WRA. Jensen Hughes will conduct the following analyses as the basis of the WRA:

We propose to utilize the following fire behavior modeling programs, as needed, to execute the scope of work:

- + **FlamMap** – a geospatial analysis tool to evaluate landscape-level wildfire behavior (e.g., flame length, rate-of-spread) and other characteristics, such as fire potential, as a proxy for understanding the change in potential fire behavior from existing conditions to recommended fuel management treatments. This tool also supports the evaluation of potential wildfire losses and impacts to community assets.
- + **Fire Spread Probability (FSPro)** – a geospatial tool to evaluate the spatial distribution of the likelihood of wildfires across the landscape.

Environmental Systems Research Institute, Inc. (ESRI) ArcGIS will be used to analyze all fire model outputs. Model outputs combined with other spatial data (e.g., wildfire ignition history, large fire history, population, housing, critical infrastructure, natural and agricultural resources, historical/cultural resources) will be used to evaluate wildland fire risk and potential impacts to communities-at-risk within the planning area.

All requested data, maps, graphs, tables, and charts will be coordinated with the Client.

Methodology for Fire Hazard Assessment

Jensen Hughes will use the most current science-based modeling tools and data sources to complete the WRA. It is understood that Jensen Hughes' Fire Behavior Analyst(s) and Client staff will validate all outputs from our models to ensure accuracy. As part of this task, Jensen Hughes will perform the following:

1. **CAL FIRE Fire Hazard Severity Zone (FHSZ) Designations** – CAL FIRE's FHSZ designations will be mapped and summarized for Local and State Responsibility Areas. Federal Responsibility Areas will also be indicated, although they do not have FHSZ designations. Both currently adopted (2007) and updated (2023-24) FHSZ designations will be utilized.
2. **Fuel and Topography Conditions** – Fuel model data will be obtained from the Landscape Fire and Resource Management Planning Tools Project (LANDFIRE) and/or other sources, such as the Wildland Fire Decision Support System program (WFDSS), to capture vegetative fuel conditions within and adjacent to the Planning Area. Fuels data obtained from LANDFIRE will be modified, as needed, to reflect landscape level disturbances since the last LANDFIRE data release or where more detailed and accurate landcover data is available. Current LANDFIRE data reflects 2022 landcover/fuel data. Where deemed necessary and agreed with the Client, a secondary landcover/fuel data layer based on "long-term" conditions could be generated to evaluate the behavior and severity of wildfire threats that may be more characteristic of mature and stable vegetative conditions.
3. **Historic Weather Data** – Historical weather data available from the Weather Information Management Systems (WIMS) based on a Special Interest Group (SIG) of relevant Remote Automated Weather Stations (RAWS) will be used to evaluate critical fire weather thresholds for the planning area using Fire Family Plus. The weather analysis will determine representative core fire season(s) and the associated 90th and 97th percentile conditions. These conditions will be evaluated against recent, major wildfire incidents, which may exceed the 97th percentile. The analysis will also consider strong high wind scenario(s) informed by conditions recorded in recent large wildfires in the planning area and surrounding region. The output from this analysis will be used as input into the fire modeling programs.
4. **Model Outputs**
 - a. **Landscape Level Wildfire Behavior** – Use of FlamMap or equivalent tool to model potential maximum fire behavior (FB) for the planning area in terms of rate of spread, flame length, fireline intensity and type of fire in each pixel (unburnable, surface, torching or crowning). A 30-meter data resolution will be employed matching the surface fuels input dataset. The outputs calculated from fire behavior modeling will be used to support fire management decisions and are also used to determine potential severity and fire behavior characteristics of existing wildland fuels.
 - b. **Major Wildfire Flow Paths and Relative Fire Frequency** – Determine potential major fire "flow paths" either using the Minimum Travel Time (MTT) feature of Wildfire Analyst or FlamMap. The MTT displays the physical locations where wildfires have the greatest potential spread rates and the probability of a given pixel burning over a given time. Minimum Travel Time (MTT) will be used to simulate actual

historical ignitions that occurred across the landscape for the defined period. All fires that occurred each year are simultaneously simulated based on burn period times and over-laid in GIS to develop a frequency of where fire would likely impact the analysis area in the absence of suppression actions. The outputs are ranked from low to high frequency. MTT will inform how vegetation management or other mitigation actions can be spatially laid out to protect identified values at risk.

5. **Wildfire Ignition History** – Determine areas of high wildfire ignition probability based on historic wildland fire ignitions. Ignition clusters from past incidents and known sources from literature will be used to identify locations where additional fire prevention actions may be appropriate. To assess risk of fire ignition, a “hot spot” analysis of ignition history using USFS data will be used to identify statistically significant ignition locations (both weighted and unweighted by total fire area). This will be evaluated based on proximity to roads, utility infrastructure and housing developments to help define the “sphere of influence” of these common ignition sources on geospatial risk.
6. **Large Fire History** – Determine areas of high wildfire probability based on large fire perimeters. A count of frequency of burning across the landscape will be used to identify locations where additional fire prevention actions may be appropriate (in combination with item 5 above).
7. **Ground truthing** – Field verification of existing fuel conditions, modeled fire potential, and community/built environment vulnerabilities will be conducted in collaboration with the Client. Where inconsistencies may exist, and data does not reflect actual field conditions, edits to the data will be made to appropriately represent the existing wildfire environment, risks, and vulnerabilities in the Planning Area. With over sixty years of combined experience in wildfire suppression, fuels management and structure fire risks, our team is uniquely qualified to evaluate modeled fire behavior outputs against real-world conditions. ***One site visit including three (3) senior-level staff has been budgeted. This site visit is also proposed to include data collection for the Task 2.1 Identify and Evaluate Community Risks and Vulnerabilities . The presence of relevant fire personnel and community liaisons will be required for the site visit to help guide a tour of the planning area’s key areas of wildfire safety concerns and general local knowledge.***
8. **Impacts of Climate Change** – As historical conditions may not reflect the worst-case scenario for extreme fire weather under climate change, Jensen Hughes will analyze climate change projections for the planning area and contextualize hazard and risk assessment outcomes based on these projections. The multi-model ensemble mean (MEM) outputs of 21 climate models will be assessed, and changes in fire danger index climatology’s for climatological summer, autumn, spring, and winter will be summarized. Jensen Hughes will analyze the RCP 8.5 (“business as usual”) scenario for the mid-21st century period (2030-2060), as it has historically been the most aligned with observed emissions, and describes how projected climate change will alter fuels, ignition probabilities, drought potential, and fire behavior based on changes in temperature and precipitation patterns and extremes.

Task 1 Deliverables:

- + Written data request for relevant GIS datasets
- + Draft memo of identified data gaps (if applicable)
- + Draft memo of modeling assumptions, key inputs and outputs of the fire hazard assessment

1.2 TASK 2 – EVALUATION OF VULNERABLE ASSETS

Purpose: *Assessment of infrastructure, residential areas, natural resources, and critical facilities susceptible to wildfire risks.*

1.2.1 Task 2.1 – Identify and Evaluate Exposed Assets and Vulnerabilities

To help identify and prioritize high risk communities, Jensen Hughes will conduct a community-based risk, vulnerability, and coping capacity assessment using a variety of published datasets, tools, and latest research in wildfire risk management. This will include the following:

Exposure Analysis to People, Property, and Infrastructure – Physical exposure of community assets to wildfire exposures will be evaluated using a Value Impact Analysis (arrival time probability). The value impact analysis is the probability of fire over a given burn period(s) that could potentially affect a value (e.g., human life, structures, infrastructure, agricultural lands, sensitive habitat, historic and cultural resources) within the Planning Area. This analysis also provides a basic framework to spatially delineate fire protection areas and determine strategic operational objectives that provide the necessary space and time for fire managers to successfully manage wildland fire adjacent to values-at-risk. Physical exposure to wildfire risk will also consider other available published datasets such as communities-at-risk, limited access/egress communities, etc.

Parcel- and Neighborhood-Level Wildfire Vulnerability – One (1) site visit will occur to evaluate parcel-level and neighborhood-level wildfire vulnerabilities of representative homes by neighborhood. In combination with current science-based wildfire research, this site visit will allow us to validate our hazard and risk assessment results related to public and firefighter safety, fire response, access/egress, adequacy of existing evacuation routes and safety areas, points of safe refuge, housing conditions or structural hardening conditions, defensible space, landscaping conditions, water sources, etc. This is assumed to be in combination with the site visit described in Task 1.3.

Conduct a Structure Defensibility Assessment – A structure defensibility analysis using a proprietary model will be performed to understand where challenges exist at a community scale. As the defense of structure(s) is a highly complex process influenced by numerous variables (e.g., tactical, physical, environmental), this assessment is critical to determining where community defense zones and fuel breaks may be needed. These community defense zones are areas that provide safe operational space for firefighters when defending structures during a wildfire.

Social Vulnerability – Subject to the availability of social vulnerability datasets at the local level, Jensen Hughes will assess various social vulnerabilities (e.g., demographics, locations of high visitor and transient populations, access & functional needs, ESL, etc.) to identify populations and portions of the planning area that may be disproportionately impacted by wildfire threats and/or historically underrepresented or underserved by wildfire mitigation planning, preparedness, response and recovery efforts.

Natural Resource Vulnerability – Natural resources in the Planning Area will be identified and their hazard and vulnerability will be evaluated. These natural resources may include recreation areas, public lands and open spaces, wildlife habitats, watersheds, and other resources as identified by stakeholders.

Economic Resource Vulnerability – Major economic resources in the planning area, including industries, agricultural lands, business hubs, and other resources as identified by stakeholders will be identified and their wildfire vulnerability evaluated.

Task 2 Deliverables:

- + Draft memo of results of risk and vulnerability assessment

1.3 TASK 3 – COMMUNITY ENGAGEMENT

Purpose: *Conducting meetings, workshops, or surveys to involve local residents, stakeholders, and authorities in the risk assessment process.*

An essential element in the successful WRA is the ability to provide a forum to engage stakeholders at key points in the project. As part of this effort, Jensen Hughes will work closely with the Client and/or Stakeholder Working Group at each stage of the project.

1.3.1 Task 3.1 – Stakeholder Working Groups

With the assistance of the Client, Jensen Hughes will conduct a maximum of two (2) stakeholder working group meetings with the fire agencies/cooperators and community stakeholders. The stakeholder meetings are intended to provide a forum to coordinate with and consult on the WRA methodology, key assumptions and input data, analysis outputs and other feedback/input. Jensen Hughes envisions that the WRA will serve as an important tool to help identify local hazards and risks, prioritize mitigation resources and initiatives, monitor and evaluate mitigation efforts over time, and serve as a coordination and collaborative tool for wildfire planning and implementation efforts. **Coordination with the stakeholders ensures that the analysis is relevant and applicable to the local context and that local stakeholders will adopt and take ownership of the outcomes and recommendations.**

A total of three (3), 60-minute, hybrid (in-person and virtual) meetings are budgeted. These meetings will be held at locations at the discretion of the City of Agoura Hills. The stakeholder working group meetings are anticipated to occur at the start of the project, after completion of the draft WRA, and at the end of the project to present the final results and recommendations of the WRA as specified in Task 5.2.

Jensen Hughes will prepare agendas and presentation materials in advance of the meetings and will prepare meeting minutes, as needed. All communication from official meetings will become part of the project record.

Note: *Jensen Hughes assumes contact information for stakeholders will be provided by the Client. It is assumed that the City will print any necessary maps or other presentation materials required for the workshops, as provided by Jensen Hughes. Any necessary presentation materials will be issued to the Client at least a week beforehand for review and signoff*

1.3.2 Task 3.2 – Public Workshops

With the assistance of the Client, Jensen Hughes will conduct a maximum of two (2), in-person public workshops or meetings. These workshops will be held at locations at the discretion of the City of Agoura Hills. Two possible locations include the community room or the “Event Center” at the Agoura Hills Recreation and Event Center.

- + The first workshop will be held early in the WRA process and will focus on the purpose of the WRA and our initial findings from Task 2.1. The intent of these workshops will be to provide a forum where interested parties can discuss their various needs, concerns, and input into the initial analysis, as well as provide recommendations for wildfire planning and risk mitigation strategies. The format of this workshop will be

informal and interactive, providing attendees with information on our approach and the WRA planning process. It is assumed that this workshop will be scheduled in combination with the site visit dates.

- + The second workshop will be held later in the process. This will be targeted to both stakeholders and members of the general public. In this workshop we will share more detailed results from Task 2.1 and present draft recommendations to allow for comment.

Jensen Hughes will prepare agendas and presentation materials in advance of the meetings/workshops and provide post-meeting/workshop notes, as needed. All communication from official meetings/workshops will become part of the project record. The location of the workshop will be identified and arranged by the Client.

Note: It is assumed that the City will print any necessary maps or other presentation materials required for the workshops, as provided by Jensen Hughes. Any necessary presentation materials will be issued to the Client at least a week beforehand for review and signoff.

1.3.3 Task 3.3 – Community Survey

Jensen Hughes will develop an online survey to assess public perceptions, experiences, attitudes, and concerns related to past and future wildland fire threats. This will include topics related to emergency communications and messaging, wildfire preparedness, wildfire evacuations, evacuation transportation needs, challenges for vulnerable groups, and wildfire risk awareness (to assess current knowledge and educational needs). The Consultant Team will share the draft online survey for the Client to review and will revise and finalize the survey based on a consolidated set of comments. The online survey is assumed to be developed in SurveyMonkey or similar web application.

Jensen Hughes will document the results of the public engagement process in a Public Engagement Summary Memorandum and presentation to the Client.

Task 3 Deliverables:

- + Preparation of materials for three stakeholder working groups (e.g., agendas, slide decks, maps, sign-in sheets, workshop notes)
- + Preparation of materials for two public workshops (e.g., agendas, slide decks, posters/maps, sign-in sheets, workshop notes)
- + Facilitation of online public survey and summary of results

1.4 TASK 4 – RISK ANALYSIS AND MITIGATION STRATEGIES

Purpose: *Detailed analysis of identified risks and development of comprehensive mitigation strategies, and community education initiatives.*

1.4.1 Task 4.1 – Conduct a Community Risk Assessment

- + Jensen Hughes will undertake a risk analysis of the assets that are exposed to fire hazard as determined in Task 2 and develop a ranking of the risks that will inform the mitigation strategies that will be developed in Task 4.2. The risk analysis will be based on overlays with the exposed assets at risk at various levels of integrated hazard as well as aggregating assets at various hazard levels to defined spatial units. The intention is to spatially identify areas for prioritizing mitigation activities.

1.4.2 Task 4.2 – Mitigation Strategies

- + Identification of future mitigation strategies – Based on the analysis in Tasks 1, 2, 3, 4.1, Jensen Hughes will develop recommended mitigation strategies to reduce wildfire risk, Jensen Hughes will identify and summarize future mitigation strategies.
 - The recommendations identified will be summarized in a tabular form. Any additional studies and/or other components for a more comprehensive wildfire disaster risk management strategy for the Planning Area will be provided based on best practices and the latest in science/engineering research. As most WRAs tend to be more hazard-focused, additional guidance to help address various aspects of vulnerability, capacity, and resiliency building throughout the disaster life cycle (prevention/mitigation, preparedness, response, and recovery) at the individual and societal levels will also be considered. This may introduce considerations for developing more capacities in social capital (such as a culture of resiliency), funding resources, recovery services, collective action networks with the communities, empowering and integrating community groups as emergency resources, etc. These additional considerations will be discussed and developed in collaboration with the Client and stakeholders.

Task 4 Deliverables:

- + Draft memo of the risk analysis and recommended mitigation strategies

1.5 TASK 5 – REPORT AND RECOMMENDATIONS

Purpose: *Compilation of a detailed report summarizing findings, risk assessment results, and recommended actions for risk reduction and mitigation.*

1.5.1 Task 5.1 – Prepare the Wildfire Risk Assessment (WRA)

Jensen Hughes will develop the WRA based on the results of our analyses, current science related to wildland fire mitigation strategies, and feedback from other stakeholders and the public. The development process of the WRA, as proposed in this document, is designed with the requirements of the FEMA National Mitigation Investment Strategy at the forefront.

The WRA will contain the following sections:

- + Introduction
- + WRA Process
- + Community Profile
 - FHSZ
 - Communities at risk
 - Values at risk (e.g., human life and health, critical infrastructure, residential/commercial structures, natural resources, cultural/historic resources, recreation, local economy)
 - Land use/zoning
 - Fire history
 - Climate and climate change
- + Wildfire Risk & Hazard Assessment:
 - Wildfire behavior modelling

- Wildfire hazard assessment
- Community risk assessment
- + Community Wildfire Resiliency Recommendations
 - Protecting life safety
 - Property protection (including structural hardening and defensible space)
 - Critical infrastructure protection
 - Fuels treatment strategy
 - Detection systems
 - Public notification and communication
 - Evacuation
 - Public Education and Awareness Programs
 - Recommendations.

Jensen Hughes assumes two (2) rounds of comments and edits on the WRA from the Client. To meet the project timeline, we recommend no more than two (2) weeks for each round of comments. **The budget assumes that a single set of consolidated, non-repeating and non-competing comments will be provided per round.** Pertinent comments will be incorporated into the draft and the final WRA.

Jensen Hughes will provide the Client with a digital version of the draft and final WRA.

1.5.2 Task 5.2 – Provide Presentation of Final WRA

Following production of the Final WRA, Jensen Hughes will present the results of the WRA to the Client and other stakeholders.

Jensen Hughes will prepare and provide materials including an agenda, presentation slides, and minutes. One (1), 60-minute, meetings (hybrid virtual and in-person), attended by two (2) staff has been budgeted. It is assumed the Client will coordinate meeting time(s) and scheduling.

Task 5 Deliverables:

- + Draft WRA
- + Final WRA
- + Final presentation and associated materials (agenda, slides, minutes)

1.6 TASK 6 – PROJECT MANAGEMENT AND PROGRESS MEETINGS

Purpose: *Integrate the consultant team with the Client and other project partners. Execute general project inception, coordination, and management needs.*

1.6.1 Task 6.1 – Kick-off Meeting

Jensen Hughes will attend one (1) project kick-off meeting with the City of Agoura Hills at the start of the project. One (1) 90-minute, in-person meeting, attended by three (3) Jensen Hughes team members has been budgeted. The Consultant will prepare materials for the meeting including agenda, slides, and minutes and provide them to the Client. The kick-off meeting will serve the following functions:

-
- + Confirm our understanding of the performance objectives, various challenges and concerns specific to the planning area, Client expectations, and desired outcomes for the Project.
 - + Review the scope of work and any proposed additions, deletions, or modifications to bid documents and any other administrative topics. Where amendments are required, reach a mutually agreeable way forward.
 - + Review project schedule for key milestones and deliverables.
 - + Familiarize Jensen Hughes personnel with the Client's Project Coordinator, Client staff, and other stakeholders present at the kick-off meeting who are central to the project.
 - + Discuss and identify key member agencies and associated point(s)-of-contact for coordination efforts.
 - + Review and agree to a project meeting cadence for general project management.
 - + Identify protocols for communicating with the Client and key stakeholder groups for data collection and project coordination.
 - + Review and accept Jensen Hughes' plan to execute the desired Scope.

1.6.2 Task 6.2 – Project Progress Meetings

Jensen Hughes will attend bimonthly progress meetings with Client staff for the duration of the project, assuming the project starts in early April 2024 and completes on June 30, 2025. Twelve (12), 30 to 60-minute, monthly virtual progress meetings have been budgeted. Jensen Hughes' Project Manager will coordinate the conference calls (e.g., Zoom or Microsoft Teams) with the Client's Project Coordinator. Jensen Hughes' Project Manager will be available to the Client by phone throughout the life of the Project. All communication from official meetings will become part of the project record, whether in person or virtual.

Jensen Hughes will provide an agenda ahead of each meeting and slides and a summary of action items following each meeting.

1.6.3 Task 6.3 – General Project Management

Jensen Hughes will provide monthly reports and invoices outlining tasks completed, upcoming milestones and deliverables, budget spent, and budget remaining. This will include an additional forty (40) hours of general consulting services, which may include project coordination and management, consultant team coordination, and additional meetings with the Client, key agencies, and other stakeholder groups in addition to those covered in other subtasks.

Task 6 Deliverables:

- + In-person kick-off meeting and associated materials (e.g., agendas, slides, minutes)
- + Monthly progress meetings and associated materials (e.g., agendas, slides, action items)
- + Monthly progress reports