AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
LSA ASSOCIATES, INC.

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 1st day of July 2019 ("Effective Date") by and between the City of Chino, a California municipal corporation ("City") and LSA Associates, Inc. ("Consultant"). City and Consultant may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For
purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 et seq. and California Code of Regulations, Title 8, Section 16000 et seq., and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 et seq. and 1810 et seq., and all other applicable laws, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The
Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) **Payroll Records.** Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) **Apprentices.** Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) **Eight-Hour Work Day.** Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) **Penalties for Excess Hours.** Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) **Workers' Compensation.** California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
Contractor’s Authorized Initials ______

(i) Contractor’s Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor’s compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor’s compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City’s current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.
1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City’s Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.
Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Seventy-Two Thousand Five Hundred Twenty-Two Dollars and Twenty-Five Cents ($172,522.25) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to ap@cityofchino.org. Each invoice is to include:

(a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

(b) Line items for all materials and equipment properly charged to the Services.

(c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
(d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

(e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.
Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3  **Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.4  **Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2020, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

**ARTICLE 4.  COORDINATION OF WORK**

4.1  **Representatives and Personnel of Consultant.**

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Michael Hendrix  Project Manager  
(Name)  (Title)

Amy Fisher  Principal  
(Name)  (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.
Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 **Status of Consultant.**

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 **Project Manager.**

The Project Manager shall be the Director for Development Services or any other person as may be designated by the Project Manager. It shall be the Consultant’s responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 **Independent Consultant.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant’s employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of
Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 **Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

**ARTICLE 5. INSURANCE AND INDEMNIFICATION**

5.1 **Insurance Coverages.**

Without limiting Consultant’s indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) **General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) **Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) **Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
(d) **Workers' compensation insurance**. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) **Additional Insurance.** Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

### 5.2 General Insurance Requirements

(a) **Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with 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.

(b) **Duration of coverage.** Consultant shall procure and maintain 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 Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) **Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) **City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
(f) **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) **Enforcement of contract provisions (non-estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) **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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) **Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to 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.

(j) **Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) **Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer’s limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) **Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements.
of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) **Agency’s right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant’s compensation.

(o) **Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) **Timely notice of claims.** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant’s performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) **Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 **Indemnification.**

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees
that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.
(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors 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. City retains the right, but has no obligation, to represent Consultant 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, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant’s default shall not be deemed to result in a waiver of the City’s legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant’s acts or omissions in performing or failing to perform Consultant’s obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear
to be the basis for a claim of lien, City may withhold from any payment due, without liability for
interest because of such withholding, an amount sufficient to cover such claim. The failure of
City to exercise such right to deduct or to withhold shall not, however, affect the obligations of
the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this
Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any
party of any breach of the provisions of this Agreement shall not constitute a waiver of any other
provision or a waiver of any subsequent breach or violation of any provision of this Agreement.
Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of
the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by
a non-defaulting party on any default shall impair such right or remedy or be construed as a
waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of
any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this
Agreement, the rights and remedies of the parties are cumulative and the exercise by either party
of one or more of such rights or remedies shall not preclude the exercise by it, at the same or
different times, of any other rights or remedies for the same default or any other default by the
other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in
equity, to cure, correct or remedy any default, to recover damages for any default, to compel
specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain
any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary
provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections
905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this
Agreement would be extremely difficult or impractical to determine in the event of a breach of
this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the
sum of zero dollars ($0) as liquidated damages for each working day of delay in the performance
of any service required hereunder. The City may withhold from any monies payable on account
of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided
in the following Section for termination for cause. The City reserves the right to terminate this
Contract at any time, with or without cause, upon thirty (30) days’ written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days’ written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 **Termination for Default of Consultant.**

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 **Attorneys’ Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney’s fees. Attorney’s fees shall include attorney’s fees on any appeal, and in addition a party entitled to attorney’s fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 **Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino,
13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the
person(s) at the address designated on the execution page of this Agreement. Either party may
change its address by notifying the other party of the change of address in writing. Notice shall be
deeemed communicated at the time personally delivered or in seventy-two (72) hours from the
time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the
language used and shall not be construed for or against either party by reason of the authorship of
this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an
original, and such counterpart shall constitute one and the same instrument.

9.4 Integration: Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive
expression of the understanding of the parties. It is understood that there are no oral agreements
between the parties hereto affecting this Agreement and this Agreement supersedes and cancels
any and all previous negotiations, arrangements, agreements and understandings, if any, between
the parties, and none shall be used to interpret this Agreement. No amendment to or modification
of this Agreement shall be valid unless made in writing and approved by the Consultant and by
the City Council. The parties agree that this requirement for written modifications cannot be
waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or
sections contained in this Agreement shall be declared invalid or unenforceable by a valid
judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall
not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this
Agreement which are hereby declared as severable and shall be interpreted to carry out the intent
of the parties hereunder unless the invalid provision is so material that its invalidity deprives
either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in
this Agreement, nor shall any official, officer, or employee of City participate in any decision
relating to this Agreement which may affect his/her financial interest or the financial interest of
any corporation, partnership, or association in which (s)he is directly or indirectly interested, or
in violation of any corporation, partnership, or association in which (s)he is directly or indirectly
interested, or in violation of any State or municipal statute or regulation. The determination of
"financial interest" shall be consistent with State law and shall not include interests found to be
“remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials [Handwritten]

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF CHINO, a municipal corporation

ATTEST:
Matthew C. Ballantyne, City Manager

Angela Robles, City Clerk
Fred Galante, City Attorney

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

APPROVED AS TO CONTENT:
Nicholas S. Liguori, AICP
Director of Development Services Department

CONSULTANT:
LSA ASSOCIATES, INC.

By:
Name: MIKE WYLLA
Title: President

By:
Name: ASJ Evans
Title: CFO

Address: 20 Executive Park Suite 200
IRVINE, CA 92614

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.
### ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF ______________________

COUNTY OF ______________________

On __________, 2019 before me, ______________________, personally appeared ______________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of __________ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: ______________________

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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<th>CAPACITY CLAIMED BY SIGNER</th>
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</table>

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE
### ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

| STATE OF ___________________________ |
| COUNTY OF ____________________________ |

On __________ 2019 before me, ______________________________, personally appeared ____________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of __________ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: ________________________________

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### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

- [ ] INDIVIDUAL
- [ ] CORPORATE OFFICER

  TITLE(S)

- [ ] PARTNER(S) [ ] LIMITED
- [ ] GENERAL
- [ ] ATTORNEY-IN-FACT
- [ ] TRUSTEE(S)
- [ ] GUARDIAN/CONSERVATOR
- [ ] OTHER __________________________

#### DESCRIPTION OF ATTACHED DOCUMENT

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</thead>
</table>

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IIES))

SIGNER(S) OTHER THAN NAMED ABOVE __________________________
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On May 9, 2019 before me, Christina Usary, Notary Public, 

personally appeared Mike Trotta and Rosie Evans

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement

Document Date: July 1, 2019

Number of Pages: 52

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer’s Name: Mike Trotta

Corporate Officer – Title(s): President

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer is Representing: LSA Associates, Inc.

Signer’s Name: Rosie Evans

Corporate Officer – Title(s): CEO

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer is Representing: LSA Associates, Inc.
EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services and the Services described in Consultant’s Proposal, attached hereto as Exhibit A-1:

A. BACKGROUND

Consultant shall assist the City in updating the Climate Action Plan (CAP) for 2030 and provide a discussion for the year 2045 to align with SB 32, Executive Order B-30-15 and B-55-18. The new CAP will provide the basis for prioritizing, budgeting, implementing, and monitoring greenhouse gas (GHG) reduction strategies. Consultant will also complete the California Environmental Quality Act (CEQA) review, following the guidelines established by the California Governor’s Office of Planning and Research (OPR). For more information visit the OPR CEQA and Climate Change webpage at http://www.opr.ca.gov/ceqa/climate-change.html.

The City of Chino is a growing community of both residential and nonresidential land uses located in southwest corner of the Inland Empire region of San Bernardino County. The City of 88,000 residents expects to increase in size from its current population to about 120,000 people at final build out. The City has consistently been one of the fastest growing cities in the region, which directly impacts Chino’s past and future CAP planning and implementation.

The City of Chino adopted its first CAP in 2013 with the goal of reducing GHG emissions by 15% below the 2008 baseline levels by 2020. The current CAP identifies many measures to achieve the City’s GHG reduction target. Through the fifth year of implementation of the various measures included in the CAP, the City has achieved significant progress toward meeting its reduction goal. City staff continues to monitor the progress of the CAP strategies and measures, as outlined in the City’s annual update reports.

B. PROJECT DESCRIPTION

Consultant will produce the updated CAP, which will be the City’s roadmap for achieving the newly established 2030 and likely 2045 GHG reduction goals. The CAP should be reader friendly, with clear strategies to enable the City to achieve or exceed GHG reduction goals. In addition, the CAP must go through CEQA review, following the Governor’s Office of Planning and Research guidelines, so that it can be used for future tiering and project streamlining.

San Bernardino County Transportation Authority (SBCTA) is currently in the process of preparing community greenhouse gas inventories; 2020, 2030, and 2045 forecasts; and reduction measure analyses for the jurisdictions in San Bernardino County. Later in 2019, SBCTA will also be preparing a reduction plan document for the whole SBCTA region that summarizes each jurisdiction’s GHG emissions and reduction measures. This information will help in updating the City’s CAP. SBCTA’s schedule includes finalizing the GHG emissions and reduction measures in August, and finalizing the reduction plan in January 2020. Inventory and forecast emissions data for 2016 should be available in late April 2019 to be utilized in updating the City’s CAP.

Consultant shall complete the updated CAP on or before June 30, 2020.
C. GENERAL REQUIREMENTS:

TASK 1

1. PROJECT KICK-OFF MEETING
Consultant shall organize a project kick-off meeting with the City project team. This meeting will serve as a forum to refine the scope of work and proposed timeline, and identify key stakeholder groups. This meeting will also serve to establish the project management procedures, including invoicing terms and communication protocols. In addition, Consultant shall use this meeting as a time to review data they will collect for the existing conditions report (i.e., GHG emissions inventories).

2. PROJECT MANAGEMENT
As arranged with the City Project Manager, the Consultant shall hold monthly or bi-monthly conference calls to discuss the project status. The purpose of these calls will be to discuss items such as deliverables, upcoming tasks or milestones, the project schedule, next steps, etc. and to answer questions. In addition to the conference calls, Consultant shall provide monthly written status reports along with invoices to the City Project Manager.

   A. Deliverables
      a. Kick-off meeting agenda and summary notes
      b. Memorandum summarizing meeting outcome including key stakeholders and identification of necessary data for existing conditions report.
      c. Revised project schedule
      d. Regular communication
         i. Monthly status reports to City Project Manager
         ii. Monthly invoicing (with timecards/receipts, description of work, and percent complete)
         iii. Monthly meetings/conference calls to discuss project status

TASK 2

1. STAKEHOLDER INTERVIEWS/FOCUS GROUP
Consultant shall perform a round of stakeholder interviews. The interviews shall take the form of one-on-one in-person or phone conversations or small group discussions. Stakeholders shall be identified in coordination with City staff. Consultant shall conduct no fewer than five (5) stakeholder interviews or two (2) focus groups with City staff or community members who are particularly interested in the CAP project. Consultant shall prepare memorandum documenting stakeholder input, especially relating to existing conditions, opportunities, and priorities for development of the CAP.

2. CAP WEBPAGE
Consultant shall develop text for a CAP webpage on the City’s website. The webpage will provide information on the project background, purpose, planning process, and schedule. The webpage will also provide details regarding links to relevant social media sites (i.e., Facebook, Twitter), a sign-up form for email updates, and a location to submit questions,
comments and additional input. The consultant shall post draft documents and an online survey will also be posted to the webpage.

3. CAP SURVEY

The consultant shall develop an online survey that will be posted on the CAP webpage on the City’s website. The survey will be developed with input from City staff to maximize the usefulness of the input received. Consultant shall work with the City to advertise the CAP survey on relevant social media sites and through the local news outlets. Results of the CAP survey will be used to inform development of the CAP and incorporated into work program.

A. Deliverables
   a. Preparation of materials and facilitation of at least five (5) stakeholder interviews and/or two (2) focus groups
   b. Memorandum summarizing information gained at stakeholder interviews and/or focus group
   c. Memorandum summarizing information gained at public workshops
   d. CAP Webpage
   e. CAP Survey

TASK 3

1. TECHNICAL WORK

A. GHG Inventory/Existing Conditions

Consultant shall assess the City’s existing conditions and determine a baseline inventory to identify all GHG emissions for the community. Based on available data, Consultant shall prepare the municipal and community-wide GHG inventory analysis using Microsoft Excel and shall summarize the results in a technical report. Consultant shall work with City staff to confirm the preferred inventory tool that best meets the City’s needs. The inventory will comply with standard guidance from agencies such as San Bernardino County Transportation Authority (SBCTA), ICLEI, California Air Resources Board, the Association of Environmental Professionals, the California Attorney General’s Office, the Association of Environmental Professionals, the South Coast Air Quality Management District and current best practices in California. Focus areas for municipal emissions data must include but are not limited to:

   a. City vehicle and transit fleet
   b. Employee commutes
   c. City operated buildings and parks
   d. Streetlights and traffic signals
   e. Public facilities such as water delivery and waste management
   f. Water delivery and wastewater management
   g. Solid waste management

Focus areas for community-wide emissions data must include but are not limited to:

   a. Transportation and mobile sources, including off-road vehicles and
b. Residential and commercial building energy emissions
c. Wastewater
d. Solid waste
e. Water
f. Agriculture
g. Stationary emissions sources

2. FORECAST

Consultant shall develop a Business As Usual (BAU) forecast of emissions for the years 2020, 2030, and potentially 2045, depending on the updated General Plan Land Use Element horizon year and for employment and population consistency with the SCAG RTP/SCS (2016-2040). These forecasts would project the amount of the City’s GHG emissions if left unmitigated. The BAU forecasts would be based on existing conditions plus projected growth, and not account for future regulatory changes.

Following calculation of the business-as-usual forecasts, the Consultant shall calculate an “adjusted” forecast, which will consider foreseeable regulatory changes affecting at the Federal, State and local level which include, Low Carbon Fuel Standard, Pavley Clean Car Standards, Renewable Portfolio Standard, Title 24, Sustainability City Action Plan, and various General Plan Elements.

3. TARGET SETTING

The emissions reduction target is the quantity of greenhouse gas emissions that the City is adopting as its emissions reduction objective—the amount by which greenhouse gas emissions are planned to be reduced by the target year. Consultant shall develop at least three (3) reduction targets for the years 2020, 2030, and 2045. Another target year (such as 2040) could be developed dependent on studies, GHG inventories or future legislation.

4. IDENTIFY AND EVALUATE GHG REDUCTION MEASURES

Drawing on the list of existing local and regional measures, including drafts of the City’s updated General Plan and Zoning Code, the Consultant shall prepare a preliminary list of potential measures and implementation actions to reduce GHG emissions. The Consultant must develop GHG reduction measures that create comprehensive transportation options and allow commuters to reduce SOV travel and engage in active or public transportation.

This list shall be informed by outcomes of stakeholder meetings and outreach activities, findings from the GHG inventory and forecasts, and its comprehensive knowledge of existing best practices to develop appropriate, innovative, feasible, and effective GHG reduction strategies. Additional measures and implementation actions will stem from any policy gaps identified and through information received in the existing conditions analysis and public meetings. The measures will include high-level goals for equity, climate-related equity metrics, and a series of criteria to evaluate policies, actions, and projects related to the overall equity goals.

For each measure, the Consultant shall identify implementation actions and conduct quantitative analysis to inform the selection of measures to be included in the draft CAP.
Where measures are aligned with adaptation strategies, the costs associated will be quantified. Additional measures and implementation actions may also draw on best practices from other similar and neighboring jurisdictions, as well as those recommended by organizations and agencies such as the California Air Pollution Control Officers Association (CAPCOA), ARB, and the Attorney General’s Office. Costs will be given as first year implementation costs and yearly maintenance costs, when reliable data is available. Savings will be presented in terms of annual savings resulting from implementation.

5. VULNERABILITY ANALYSIS

Consultant shall identify potential climate change impacts and vulnerabilities in the City using State of California tools and best practices, such as the California Adaptation Planning Guide and Cal-Adapt. Consultant shall produce a draft memorandum presenting the results of the assessment that will include both text and maps to visually convey the results.

A. Deliverables
   a. Draft GHG Inventory and Final
   b. Draft Adjusted GHG Emissions Forecast Memorandum and Final Adjusted GHG Emissions Forecast Memorandum
   c. Draft Preliminary Targets Memorandum and Final Preliminary Targets Memorandum
   d. List of Existing Measures, List of Additional Potential Measures, and Table of Potential Measures (including GHG Reduction Potentials, Costs, and Savings)
   e. Climate Change Impacts and Vulnerabilities Memorandum

TASK 4

1. IMPLEMENTATION AND MONITORING

A. Implementation and Monitoring Strategy

Consultant shall develop an implementation and monitoring strategy to be included as a chapter in the CAP. The strategy shall identify implementation timeframes for each measure, City departments or divisions responsible for implementation, performance indicators to monitor progress, and potential funding sources. It will also describe how the City will monitor CAP implementation and performance over time.

B. Implementation Monitoring Tool

Consultant shall develop an Excel-based implementation monitoring tool customized to track the effectiveness of the City's CAP implementation efforts. The tool will track implementation and performance of each CAP measure, and will include a detailed user guide, clearly identified data sources, and indication of responsible staff. The final output will include summary tables, charts, and other graphics showing the percentage of implementation complete, overall GHG reductions achieved and measure-specific reductions that the City will be able to use in internal reports and funding proposals.

The tool shall be developed to minimize the burden of monitoring and reporting and enable the City to more effectively utilize limited resources to implement the CAP policies. The Consultant shall hold one (1) staff training on how to use the monitoring
tool in order to ensure ease of use and effective monitoring of CAP implementation and progress over time.

a. **Deliverables**
   i. Draft Implementation and Monitoring Strategy and Final Implementation and Monitoring Strategy
   ii. Excel-based Implementation Monitoring Tool
   iii. Staff training for Implementation Monitoring Tool

**TASK 5**

1. **CLIMATE ACTION PLAN**

   **A. Draft Climate Action Plan**

   Consultant shall prepare a comprehensive Draft CAP that is consistent with the State Attorney General’s recommendations and the CEQA Guidelines’ definition of a “Qualified Greenhouse Gas Reduction Strategy” (Section 15183.5). The CAP will also align and be included with the City’s General Plan policies that will be prepared concurrently with the CAP. The CAP shall be presented in a format that is easy to understand, and can easily be translated to a variety of media for different audiences. Specifically, the CAP shall include:

   a. An introduction and overview of current climate change legislation;
   b. An overview of the CAP process, including a summary of the community meetings and a detailed description of methodologies and assumptions used in Plan development;
   c. A summary of the GHG Emissions Inventory, covering municipal and community-wide baseline emissions and forecasts;
   d. A description of the City’s GHG emissions targets and their consistency with state law and SCAG’s RTP/SCS;
   e. GHG reduction measures, along with their associated costs, benefits, and GHG reduction potential demonstrating that the reduction targets are both feasible and achievable;
   f. An implementation plan, including funding sources, responsible agencies, and timeframes for implementation; and
   g. A monitoring plan as well as tool to track measure performance.

   **B. FINAL CLIMATE ACTION PLAN AND ADOPTION**

   Following public review and comment, Consultant shall coordinate with City staff to incorporate relevant public input into the Final draft CAP that will be presented to the Planning Commission and City Council, with the intention of adoption by City Council. Consultant shall prepare Planning Commission and City Council staff reports and other materials for presentation of the CAP at public hearings. In addition, Consultant will attend and make staff report presentations at public hearings.
a. **Deliverables:**
   i. Final Draft CAP
   ii. Planning Commission and City Council Staff Reports and Materials for final Public Hearing
   iii. Public Hearing Presentations

II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
April 25, 2019

Ms. Sylvia Ramos, Management Analyst
City of Chino, Purchasing Division/Finance Department
13220 Central Avenue, 2nd Floor
Chino, California 91710

Subject: RFP#20190402-DS – Climate Action Plan Update for City of Chino

Dear Ms. Ramos:

LSA’s interdisciplinary team comprises individuals with recent and direct experience in managing and conducting greenhouse gas (GHG) emission inventories, climate action planning, climate change risk analysis, adaptation, resiliency assessment, and California Environmental Quality Act (CEQA) analysis. LSA is a diversified environmental, transportation, sustainability, and climate action planning firm with more than 43 years of experience helping clients navigate the often-complex process of environmental review pursuant to CEQA.

Michael Hendrix will serve as Project Manager for the climate change planning effort and point of contact for the City of Chino (City). Mr. Hendrix is committed to providing expert guidance and management of the contract and he has over 20 years of climate change services experience managing large, complex climate action plans, Mr. Hendrix developed the technical work for the 2013 Chino Climate Action Plan (CAP), and was the Project Manager for the 2013 CAP CEQA analysis. He is excited about the City’s CAP update. Amy Fischer has more than 19 years of experience in air quality and GHG analysis and will serve as the Principal in Charge for this contract, providing general oversight of the work efforts and ensuring that LSA’s internal quality control procedures are followed. LSA’s additional technical experts include:

- Preeti Verma, Climate Action Planning Lead
- Dionisios Giotis, CAP Update Document Development and CEQA Analysis
- Zhe Chen, Climate Change Analyst
- Ambarish Mukherjee, AICP, PE, On-Road Transportation Modeling and VMT Calculations
- Michael Hendrix, proposed Project Manager, at (951) 781-9310 or michael.hendrix@lsa.net should you require further information or have any questions regarding this proposal.

Sincerely,

Rob McCann
Chief Executive Officer
3. UNDERSTANDING AND APPROACH

A. Project Understanding and Objectives

The City of Chino is a Partnership City with the SBCTA in the creation of the San Bernardino County Regional GHG Reduction Plan. As such, the City benefited from the technical information specific to the City of Chino within the San Bernardino County Regional GHG Reduction Plan. The GHG emission inventories, forecasts in emissions, reduction targets, and reduction measures quantification for the City and Community of Chino found within the 2013 Chino CAP came from the San Bernardino County Regional GHG Reduction Plan. SBCTA is currently updating the San Bernardino County Regional GHG Reduction Plan with a 2016 GHG inventory, 2020, 2030, and 2045 forecasts and reduction targets, and the City wants to use this information in the Chino CAP update.

LSA Team members Michael Hendrix and Zhe Chen worked on the first San Bernardino County Regional GHG Reduction Plan and are currently working on the update. The LSA Team members also worked with the City of Chino in the development and adoption of the City’s 2013 CAP.

During the update of the San Bernardino County Regional GHG Reduction Plan, SBCTA will be conducting stakeholder engagement workshops, developing new implementation and monitoring tools, and outlining a CEQA process for Partnership Cities to use in adopting CAP updates. LSA sees an opportunity for the City to complement these efforts in order to more efficiently develop the Chino CAP Update. Therefore, one primary goal in the development of the following Scope of Work is to provide an efficient use of the SBCTA products in the development of the Chino CAP Update and enhance that work effort in order to gain the greatest benefit to the City.
LSA also has a goal to provide implementation and monitoring strategies that work within the existing City Planning processes and programs in order to provide long-term efficient use of existing City staff. As an example, LSA proposes integrating the City’s permit application process and software into a CAP monitoring strategy. This strategy would track the installation of electric vehicle charging equipment, rooftop solar installation, commercial and residential HVAC permits, and other types of permit applications that will result in GHG emission reductions allowing the City to monitor progress of the CAP using the existing permit application processes. In this way, implementation and monitoring of the CAP is more efficient and does not require additional duties or new responsibilities to City staff.

Finally, LSA wants to maintain the City’s ability to tier the CEQA review of GHG emissions associated with development projects from the Chino CAP Update following the requirements within CEQA Guidelines §15183.5.

B. Scope of Services

Task 1.0: Project Initiation

Task 1.1: Kick-off Meeting. A kick-off meeting allows the City of Chino staff and LSA to meet and develop an understanding of the final products. LSA’s Project Manager and key staff will attend the kick-off meeting to discuss project management protocols, including invoicing terms and communication protocols, and refinements of the work program to meet City’s time constraints, budget constraints, and desired schedule. At the meeting, LSA will work with City staff to identify and designate interdepartmental team members and form a Technical Working Group needed in development of the CAP Update. LSA recommends that this Technical Working Group include staff from the City of Chino and SBCTA for better cohesiveness between the SBCTA and City staff in the development of the work products that will result in the Chino CAP Update. In addition, the City and LSA will develop a contact list of stakeholders and a summary of the next steps needed to construct the CAP update and develop a memorandum of understanding.

Task 1.2: Project Management. LSA will host up to 12 monthly conference calls with the City of Chino Development Services staff focusing on progress to date and project management of the CAP Update. LSA will document progress of each stage of the process in development of the CAP Update. At key stages of the process, in-person meetings will be conducted rather than conference calls. Progress reports and recordkeeping will be done in the following formats:

- Meeting Agendas will be provided prior to each project meeting to document the key points and action items to discuss during each meeting. Conference call meeting agendas will be provided to the Project Team at least one day prior to each conference call.

- Meeting Notes document the key points discussed in meetings throughout the process, action items decided during the meeting, due dates for action items, and identify those responsible for completing the action item. Meeting Summary Memoranda will be provided to the Project Team within three days after each meeting.

- Invoicing: To document progress of the project and inform the City of Chino on the labor hours and expenses incurred each month, LSA will provide monthly invoices that document staff hours expended by task, and expenses incurred with receipts documenting payment of the expenses.

Fiscal Management. A qualified financial project assistant from LSA’s accounting group in the Irvine Office will be assigned to the project and will monitor the project’s financial progress and health. The
accountant will regularly track total labor costs and expenses, remaining budget, and staff hours. Michael Hendrix will use this information to evaluate project progress against costs, assess the spending trend, and make corrections to keep tasks on track on a weekly basis. The project management team will provide monthly progress reports to the City that summarize budgetary information, discuss work performed during the reporting period, and identify any existing or potential issues moving forward. Each progress report will be submitted to the City within 10 days of the end of the reporting period.

*Reporting Milestone Progress.* LSA will provide monthly progress reports with each invoice. In addition, the 12 monthly conference calls will include milestone progress as an agenda item, which will be documented in the meeting notes.

*Task 1.0 Deliverables.*

- Kick-off Meeting Agenda.
- Kick-off Meeting Minutes Memorandum documenting, the refined scope of work, data needs, final schedule, communication protocol, and identification of key stakeholders.
- Project Stakeholder Contact List.
- Conference Call Meeting agendas prior to each monthly conference call/meeting.
- Conference Call Meeting notes following each conference call/meeting.
- Monthly invoices with timecard notes documenting work done each day by staff.
- Monthly progress reports.

*Task 2.0: Stakeholder Outreach and Engagement Program*

*Task 2.1: Stakeholder Interviews/Focus Group.* People tend to support what they help build. While part of this is a sense of ownership, more importantly, when people have greater understanding of the issues when they are involved in a process, leading to support and buy-in. We have conducted outreach associated with the prior San Bernardino Regional GHG Plan, the San Bernardino County GHG reduction plan, as well as the 2013 Chino CAP.

The goals of the public outreach task are to educate, inform, and engage stakeholders and the public to ensure support, adoption, and implementation of the Chino CAP Update. This process will not be in isolation. SBCTA will be conducting stakeholder engagement workshops as part of the San Bernardino County Regional GHG Reduction Plan Update. LSA will complement and build upon the SBCTA stakeholder engagement process for the Chino CAP Update.

LSA will assist the City in public workshops/stakeholder forums. LSA will provide a draft and final PowerPoint presentation and provide draft and final handouts explaining the CAP Update and process, the vision the City has for this project, showcase various CAPs done within the region, and describe the work the City of Chino has already done in the 2013 Chino CAP. LSA will also describe candidate strategies under consideration.

We will work with staff to identify any other potential issues and solutions that may arise in public meetings. LSA includes staff that speaks fluent Spanish and specializes in public outreach related to sustainability and climate action planning and can explain the benefits and need for climate action planning within the context of the values of the Latino community.
LSA will assist City staff in public workshop/stakeholder forum announcements to be posted on the City website, at community centers, and libraries to solicit participation. In addition, LSA will recommend local community groups and stakeholders to invite to the public workshops/stakeholder forums based upon the SBCTA stakeholder workshops.

LSA will organize and facilitate the public workshops/stakeholder forums. The City will provide the venues. LSA will participate and present at up to the five public workshops/stakeholder forums and two focus group meetings within the City of Chino.

**Task 2.2: Climate Action Plan (CAP) Webpage.** LSA recommends updating the current City of Chino CAP webpage for use in the CAP Update process. Currently, the City of Chino's website does not have a lot of content on the CAP webpage (only the CAP document). LSA will provide a CAP Webpage Outline that describes the content of the CAP Webpage for City staff review. LSA will also provide sample graphics to review for use on the CAP Webpage. Once the City staff approves of the content and graphics, LSA will work with the City's webmaster and provide the content and graphics for the CAP Update webpage. LSA envisions the CAP webpage progressing over time, allowing public input and surveys during the CAP Update process, and continued use after adoption of the CAP Update including a web-based CAP monitoring dashboard during implementation of the CAP Update. Details on the web-based CAP monitoring dashboard are provided in Task 4.2 below.

The initial CAP Update webpage will provide online public outreach during the CAP Update process. LSA will provide biweekly updates within the webpage during the update process.

The webpage will also be the home of the online version of the CAP Survey detailed in Task 2.3 below.

Once the CAP Update is completed and going through the CEQA process, the CAP webpage will provide the CEQA document and provide an online opportunity for comments.

Finally, when the CAP Update is adopted, the website will transition into a CAP Implementation and Monitoring Dashboard that will show progress made. LSA will work with the City to provide the right level of information that provides a positive view of the CAP Update and progress the City is making.

**Task 2.3: Climate Action Plan (CAP) Survey.** LSA will draft a CAP Survey that asks questions that are constructive to the development of the CAP Update. These will include questions on what benefits are seen as the most important (economic development, traffic management, GHG reductions, water conservation, etc.), and solicit responses.

The Draft CAP Survey will be provided to City staff for review and comment. LSA will revise the Draft CAP Survey based upon one composite set of comments from City staff and provide a Final CAP Survey for use with stakeholders.

Once the Final CAP Survey is complete, it will be put into a web-based format, which will be put on the CAP webpage for online use. Hard copy versions of the CAP Survey will also be used during the Stakeholder Interviews described in Task 2.1.

**Task 2.0 Deliverables.**

- Agendas, notes, and sign-in sheets from coordination meetings (for up to five public workshops/stakeholder forums and two focus groups).
• Workshop presentations and materials (Microsoft PowerPoint and/or Microsoft Word).
• CAP Website content outline and sample graphics.
• CAP Website content ready for inclusion on the City website.
• Draft and final CAP Survey.

Task 3.0: Inventories and Forecast Evaluation and Update

Task 3.1: GHG Inventory/Existing Conditions. LSA is currently working with SBCTA in the development of the 2016 inventory for the City of Chino as part of the San Bernardino County Regional GHG Reduction Plan Update. In this task, LSA will work with the City of Chino, share the existing conditions data and assumptions used in the SBCTA effort, and allow the City to verify the existing conditions currently being formulated for SBCTA. Based upon the City’s comments concerning the existing conditions, LSA will work with SBCTA to revise the existing conditions analysis for the City of Chino 2016 GHG inventory. The data and assumptions for each sector of emissions currently being used are summarized below:

• **On-Road Transportation:** LSA has identified that the San Bernardino County Traffic Analysis Model (SBTAM) will be used for the VMT analysis for the inventories. LSA will use the latest available SBTAM to calculate the existing and future VMT for the participating jurisdictions. LSA will work with SBCTA and the City to complete the VMT analysis and the GHG analysis for the transportation sector as follows:
  
  o **Verify Land Use:** An important step to conduct prior to using the model is to verify the land use assumptions, transportation network, and traffic analysis zones in the model for each participating jurisdiction for the base year. It is presumed that SBCTA will do this verification.
  
  o **VMT Allocation:** According to the current state-of-the-practice, it is important to distinguish the source of the VMT on the jurisdictional roadway network. Based on recommended reporting protocols, VMT will be reported for all trips traveling between origins and destinations within the jurisdiction, and for 50 percent of the VMT generated by trips traveling between the jurisdiction and other destinations. Note that trips where the origin and destination are both located outside of the jurisdiction, known as “through” trips, will be excluded from the VMT calculations.
  
  o **2016 VMT Analysis:** The daily VMT values will be annualized using the approved methodology. LSA will run the latest version of EMFAC model for the emission factors and use the annual VMT to calculate transportation emissions.

• **Off-Road Equipment:** LSA will obtain equipment operating data and emissions from the California Air Resources Board (CARB) OFFROAD model. Data and emissions are generated at the County level and will be proportioned to the City of Chino based on socioeconomic data (e.g., construction, retail, and agricultural jobs, and population).

• **Building Energy (Electricity and Natural Gas):** SBCTA is directly coordinating with the utility providers, including Southern California Edison, Southern California Gas Company to obtain permission from the utilities to receive the relevant energy consumption data. Data for 2016/2017 has been requested for residential, commercial, industrial, institutional, and any other applicable
land uses in the City. LSA will also request other consumption metrics from utilities that may be available, such as average consumption per home or commercial building. LSA will share the resulting information with the City and resulting building energy sector GHG emissions.

- **Water Consumption**: SBCTA is currently developing the 2016 GHG inventory for this sector from the various Urban Water Management Plans (UWMPs). Similar to the energy sector, water consumption metrics, such as average consumption per home or commercial building, will be provided as well. LSA will share this information with the City and provide feedback and modification requests to SBCTA concerning the City of Chino water consumption data.

- **Wastewater**: Wastewater treatment from both domestic (municipal sewage) and industrial sources can produce fugitive emissions (methane and nitrous oxide). Wastewater is treated to remove soluble organic matter, suspended solids, pathogenic organisms, and chemical contaminants. During these processes, methane is generated when microorganisms biodegrade soluble organic material in wastewater under anaerobic conditions. Nitrous oxide is generated during both nitrification and denitrification of the nitrogen present in wastewater, usually in the form of urea, ammonia, and proteins. LSA will calculate these emissions associated with the City of Chino, based on information provided from the Inland Empire Utilities Agency (IEUA), to develop facility-specific per capita emission factors.

- **Waste Generation**: SBCTA has obtained waste profile data (i.e., a breakdown of waste by material such as paper, metals, etc.), per capita disposal rates, and waste generation amounts (i.e., total waste tons sent to landfills) for each participating city from CalRecycle. LSA will share these data. Methane capture rates for landfills will be determined to the extent feasible from existing data from CARB or through coordination with the landfill operators.

- **Agriculture**: Agriculture in Chino is dominated by the dairy industry. During the development of the San Bernardino County Greenhouse Gas Reduction Plan, LSA staff worked with the County and staff at the Southern California Air Quality Management District (SCAQMD) and developed an Excel tool that calculated emissions associated with dairy operations throughout the County. LSA will update this Excel tool to depict current dairy operations and data from 2016. Agricultural activities within the Chino continue to decline as dairies move out of the region.

**Task 3.2: GHG Forecasts.** As shown on the following page, the future year projections (2020, 2030, and 2045) will use socioeconomic metrics to scale the 2016 data. A unified set of socioeconomic data (population, jobs [potentially jobs by type], and households) is thus required. LSA is currently working on forecasts for the City of Chino as part of the SBCTA work. LSA will work with the City to include its input in the forecasts. LSA will work with the City to make any needed adjustments to this dataset prior to the completion of the forecasting work. This set of socioeconomic data will be used for the traffic modeling, inventories, forecasts, and the tracking tool.
### Proposed Data Sources and Methods for GHG Inventories and Forecasts

<table>
<thead>
<tr>
<th>Sectors</th>
<th>Current Year (2017)</th>
<th>Regulated BAU</th>
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</thead>
</table>
| Residential Electricity Use          | Utility Providers   | 2020: Population + RPS  
                                      |                     | 2030: Population + SB 350  
                                      |                     | 2045: Population          |
| Residential Natural Gas Use          | Utility Providers   | 2020: Population + SB 350  
                                      |                     | 2030: Jobs + RPS          
                                      |                     | 2045: Jobs + SB 350       |
| Commercial/Industrial Electricity Use| Utility Providers   | 2020: Traffic Model (SBTAM) + Pavley, LCFS, CAFO, SB 375  
                                      |                     | 2030: Consultation with SCAG  
                                      |                     | 2045: Consultation with SCAG |
| Commercial/Industrial Natural Gas Use| Utility Providers   | 2020: Off-Road Model  
                                      |                     | 2030: Population, Housing, or Jobs Depending on Equipment Type +LCFS  
                                      |                     | 2045: Residential = Population; Commercial = Jobs + Increased Landfill Capture |
| On-Road Transportation               | Traffic Model (SBTAM)| 2020: Per Capita Using Plant Specific Factors  
                                      |                     | 2030: Population  
                                      |                     | 2045: Industrial Employment (if available) |
| Off-Road Vehicles and Equipment      | Off-Road Model      | 2020: USDA Agriculture Census and County Agriculture Commissioner  
                                      |                     | 2030: Consultation with County and SCAQMD  
                                      |                     | 2045: Consultation with County and SCAQMD |
| Waste Generation                     | San Bernardino County and CalRecycle | 2020: UWMPS  
                                      |                     | 2030: UWMPS + 20×2020  
                                      |                     | 2045: Population + 20×2020 |
| Stationary Sources                   | SCAQMD              | 2020: Not Included  
                                      |                     | 2030: Not Included  
                                      |                     | 2045: Not Included |

*Note: LSA will also produce the following forecasts in addition to the Regulated BAU (Business-as-Usual) forecast described above: 1) standard BAU forecast for all future years that does not account for known State regulations and is derived from the standard socioeconomic dataset established at the beginning of the project; and 2) adjusted growth BAU forecast for all future years that does not account for known State regulations and is derived from socioeconomic parameters that each jurisdiction adjusts to reflect low or high growth scenarios (also established at the beginning of the project).*

**Acronyms and Abbreviations:**
- RPS: Renewable Portfolio Standard
- LCFS: Low Carbon Fuel Standards
- UWMPS: Urban Water Management Plans
- USDA: United States Department of Agriculture
- SB 350: Senate Bill 350: Clean Energy and Pollution Reduction Act
- CAFE: Corporate Automobile Fuel Efficiency Standards
- SB 375: Senate Bill 375: Sustainable Communities and Climate Protection Act
- SCAQMD: South Coast Air Quality Management District

### Task 3.3: Target Setting
LSA will provide recommendations for 2020, 2030, and 2045 targets for the City of Chino. 2020 recommendations will use the previously identified target of 15 percent below the 2008 levels of emissions. We will draw on our target-setting experience and policy knowledge to create a suite of feasible targets that are consistent with AB 32, SB 32, S-03-05, and other relevant regulations. As part of this task, we will review the City's current progress to see how it is on track to meet any previously identified 2020 goal and how this relates to 2030 and 2045 targets. A technical memorandum will be drafted that summarizes the established targets, feasibility of achieving the targets, regulatory authority substantiating the targets, and recommendations for 2030 and 2045 target setting. Legally defensible reduction targets are an important requirement for CAPs in CEQA Guidelines §15183.5.

### Task 3.4: Identify and Evaluate GHG Reduction Measures
LSA will conduct research and compile information on CAPs implementation best practices that other agencies have used successfully. We will draw on our experience developing implementation strategies for numerous CAPs across the State and information within the 2016 SCAG RTP/SCS.
**2030 Gap Analysis:** In order to develop comprehensive and effective reduction strategies for 2030, LSA will first conduct a detailed policy analysis. We will then compile all relevant existing actions, such as General Plan policies and the 2013 CAP reduction programs. We will identify barriers to sustainable development within General Plan and municipal building and zoning codes. Such barriers may include General Plan requirements (e.g., land use densities), zoning, solar panel installation, and building codes. For each existing action, we will also include a brief timeline for implementation.

Using the 2030 Gap Analysis, LSA will review all the existing quantifiable measures within the 2013 CAP and prepare a list of new quantifiable measures to include. LSA will work with the City to make sure there is regional consistency in the new measures; for example, some jurisdictions may already be implementing a program that others are not. We will quantify the GHG reductions and the costs/savings for all quantifiable measures consistent with established protocol (such as the International Council for Local Environmental Initiatives [ICLEI]) and the updated GHG inventories and forecasts.

In addition to GHG and cost/savings quantification, we will identify and assess a range of community targets for the City for the years 2020, 2030, and 2045. This involves coordination with the City to seek feedback on the targets and determine which targets are feasible.

Based on the results of the Policy Gap Analysis, LSA will develop reduction strategies for consideration by the City. For each strategy, we will do the following:

- Define the measure (what it is, how it works, etc.);
- Identify the implementing party (e.g., directly done by the City/County or through City/County development approvals);
- Identify the range of expected GHG reductions;
- Identify costs and savings; and
- Identify any caveats/limitations.

Measures will be organized by inventory sector for the following categories:

- Land Use and Transportation (such as transit-oriented strategies);
- Vehicle Use and Fuel Consumption (such as supporting alternative fuel vehicles); and
- Education and Economic Vitality (such as community engagement).

LSA will develop three versions of a custom GHG Reduction Planning Tool. This tool will be an interactive Excel spreadsheet model, where the City can make selections and see the consequences of its choices.

**GHG Reduction Planning Tool v1.0:** Tool v1.0 will contain all existing policies and programs along with a list of new reduction strategies. Tool v1.0 will organize the measures into unquantifiable and quantifiable measures. The City will review v1.0 to identify the most applicable new measures. This will
allow the City to provide feedback to LSA on the most attractive and feasible new measures in order to streamline the GHG and cost quantification.

As part of this task, LSA will conduct economic analysis of the GHG reduction scenarios to enable a comparison of the relative cost-effectiveness of different options. This analysis will be based on an in-house methodology, which LSA has previously developed, that is specifically focused on estimating financial costs and savings associated with local GHG reduction measures. We have successfully used this approach to support development of GHG reduction analyses in other California municipalities, including the Counties of Riverside and San Bernardino. By leveraging our tried-and-true approach for this project, LSA will be able to build on existing research and spreadsheets already designed for evaluating costs and savings of GHG reduction measures at the local level. We will therefore be able to complete robust and defensible cost analyses in a highly cost-effective manner.

As a first step, LSA will consult with the City of Chino Development Services staff to ensure that the quantitative outputs of the analysis meet its needs. The net cost in dollars to implement the GHG strategy per ton of GHG emissions reduced (often referred to as cost-per-ton) is a standard output of our economic tool, but the City may also be interested in other financial metrics, such as net present value, annualized cost, payback periods, or return on investment. The City may also have interest in the distribution of costs and savings across different entities, such as businesses, residents, and utilities. GHG reduction measures can result in operational costs and savings, as well as administrative and programmatic costs, to a variety of entities, and the distribution of these costs/savings can be important element to understand when preparing to present the GHG plan to the public. LSA’s approach can generate all—or some—of these outputs and we can tailor our analysis to ensure that the City receives the analysis it needs.

In general, for each of the selected measures, LSA plans to conduct a quantitative cost-effectiveness analysis that estimates upfront capital investments (e.g., purchase and installation of technology) and annual cost savings (associated with reduced energy usage and reduced operating and maintenance costs) over the lifetime of the measure. To allow for side-by-side comparison of the cost of each measure, LSA will also calculate net present value and cost-per-ton values. This approach adjusts for the significant variation in the lifetime of individual GHG reduction measures, as well as variation in capital costs and annual cost savings. Simple payback periods will also be estimated, where appropriate. LSA will quantify costs and savings for as many measures as is feasible; for past projects, we have been successful at presenting costs and savings for 90 percent or more of GHG measures included in local CAPs.

In estimating costs, data specific to the City, the County, region, or State of California will be sought out and prioritized in that order. Local cost data can often be found in master plans, feasibility studies, utility reports, and other cost evaluations. Where such local data are not available, national data or other proxies will be employed. The majority of data used will be from the many publicly available sources for California.

Costs and savings are critical information for decision-makers in selecting which measures to include in a CAP and/or to prioritize for earlier implementation. In addition to our technical capacities described above, LSA has extensive experience in assisting jurisdiction-level staff to understand the economic concepts and interpret the results.
GHG Reduction Tool v2.0: LSA will quantify GHG reductions and cost/savings for 2030 using ICLEI protocol supplemented with the California Air Pollution Control Officers Association (CAPCOA) and other sources. Tool v2.0 will include the GHG reductions and cost analysis for all existing and new quantifiable measures that the City has selected in v1.0. It will also include the GHG inventories and forecasts so that the City can compare the emission reductions to its BAU emissions. Our cost/benefit analysis will be specific in nature to provide dollar estimates of costs and savings, not just high/medium/low cost identification. As we have done for SBCTA and other jurisdictions in the region, LSA has dedicated effort in the proposed budget to provide a robust cost/benefit analysis that will allow development of “cost per ton” estimates for the GHG reduction strategies.

GHG Reduction Tool V3.0: LSA will incorporate feedback from the City on v2.0 to prepare Tool v3.0. Tool v3.0 will allow the City of Chino Development Services staff one additional round of review for its measure selections. This additional round of review will allow LSA to incorporate any new information, methods, and recommendations from the City and stakeholders. LSA will incorporate feedback from v3.0 into the cost quantification for the CAP Update document.

LSA will also provide a technical memorandum recommending implementation and monitoring strategies for the selected reduction measures that can be incorporated into the CAP Update document.

Task 3.5: Vulnerability Analysis. SBCTA and the WRCOG are teaming in a project titled “Resilient IE” to provide regional climate change risk assessments and adaptation recommendations within San Bernardino County and Western Riverside County. LSA will start the vulnerability analysis for the City of Chino by reviewing the results of the “Resilient IE,” specific to the City of Chino. LSA will then provide climate risk maps for the City using the Cal-Adapt software and provide recommended adaptation strategies consistent with the California Adaptation Planning Guide. The results of the Vulnerability Analysis will satisfy all the State requirements on addressing climate change in General Plan Safety Elements. Having the vulnerability analysis within this format gives the City the opportunity to keep the City of Chino General Plan compliant with current State requirements.

Task 3.0 Deliverables.

- Consolidated and normalized 2016 Baseline Inventories.
- Updated 2020, and 2030 and 2045 GHG emissions forecasts.
- Current Sustainability Initiatives Summary Report.
- Technical memorandum summarizing the 2030 Gap Analysis.
- Technical memorandum describing the recommended revisions to the existing reduction strategies and proposed new candidate reduction measures for transportation and land use.
- GHG Reduction Tool v1.0.
- GHG Reduction Tool v2.0 with cost/benefit analysis.
- GHG Reduction Tool v3.0.
- Technical memorandum summarizing the Climate Change Vulnerability Analysis and recommended adaptation strategies for the City.
Task 4.0: Implementation and Monitoring Strategy

Task 4.1.1: Implementation Strategy. In implementing the 2013 CAP reduction measures, the City of Chino used Screening Tables developed by Mr. Hendrix and Ms. Chen. Key LSA staff invented the Screening Tables concept for implementation of reduction strategies. LSA will provide Screening Tables updates to the City to use in implementing the reduction measures.

LSA will provide an update to the Screening Tables consistent with the reduction measures in the CAP Update. Screening Tables allow flexibility in how new development implements reduction measures pertinent to the new development, training on using the tools, and assistance in initiating the implementation process. To keep the City economically competitive in attracting development while implementing its reduction measures, LSA proposes using Screening Tables in implementing GHG reductions associated with 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 will be consistent with the reduction quantities anticipated in the forthcoming CAP Update. Consistent with CEQA Guidelines, such projects would be determined to have a less than significant individual and cumulative impact for GHG emissions.

This serves three functions:

1) It provides a business-friendly way of implementing the GHG reduction measures.
2) It is a precise and legally defensible way of tiering from the CAP 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 Screening Tables Update will be provided to the City for review and comment.

LSA will also provide a summary of implementing the remaining reduction strategies not associated with new development and the Screening Tables. These remaining measures include municipal reduction measures and reduction measures focused on existing building retrofits through the permit application process.

To the maximum extent feasible, LSA 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 is responsible for implementing the measure;
- The timeframe for implementation;

Previous LSA Work with Screening Tables:
- City of Chino
- San Bernardino County
- Riverside County
- Sutter County
- City of Beaumont
- City of Corona
- City of Escondido
- Yuba City

The Screening Tables and tracking tools provided to San Bernardino County won the 2013 Climate Change Business Journal Award for Innovative Carbon Management Programs.
- Performance indicators; and
- Current planning process used to implement the measure.

**Task 4.2: Monitoring Strategy and Monitoring Tools.** LSA proposes a tool that can track progress of permit applications. This permit application tracking tool can track 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. LSA 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. A Memorandum describing the monitoring process with screenshots of the City of Corona CAP monitoring dashboard is provided in Appendix B of this proposal.

LSA will prepare a scoping memo to identify the key parameters to include in the Screening Tables and permit application tracking tools, present a timeline for City updates to the tracker, outline options for the look of the tracker interface, and discuss characteristics of the online public interface. We will incorporate feedback from the City on the memo into the development of the tracking tools to make sure that the tools contain all desired functions and capabilities and fit within the context of the current planning processes.

**Task 4.0 Deliverables.**

- Tracking Tools Scoping Memorandum.
- Screening Tables tracking tool (draft and final, electronic).
- Permit application monitoring program tools (draft and final, electronic).
- Annual Monitoring Report Template in Microsoft Word format for use by City staff in providing annual progress reports.
- Program report and presentation template (draft and final, electronic).

**Task 5.0: Update CAP Document**

**Task 5.1: Draft CAP Update.** The LSA Team will provide a CAP Update document that summarizes the GHG emissions inventories, updated 2020 forecasts, new 2030 and 2045 forecasts, the reduction targets for 2020, 2030, and 2045, the 2030 Gap analysis, reduction measure quantification demonstrating achievement of the reduction targets, implementation strategy, and monitoring program. All of this can
be highly technical in nature and cumbersome when documenting the supporting evidence and calculations. Therefore, LSA proposes that the document be updated as follows:

- **Easy to Read and Navigate.** Due to the amount of information provided (inventories, forecasts, targets, sector strategies and vision, GHG reductions, model policies and implementation checklists) the plan document will necessarily be large. LSA has experience in developing easily navigable reference style documents that do not need to be read sequentially. A reader can navigate to necessary background information as needed. For the electronic version, this will include the judicious use of PDF bookmarking.

- **Transparency.** The City not only seeking to complete an updated CAP, but to create a foundation for and provide the tools for continued action on GHG reduction in the City. Transparency in all calculations, data sources, assumptions, and resources used is key to the ongoing utility of the CAP update and to communicate with the public. We will provide summary methodology as well as technical appendices with full disclosure.

- **Efficiency in Revisions, Editing and Publications Work.** LSA has experience efficiently completing CAPs and CAP Updates and will provide a document mock-up that will build on the reduction tools; thus, the City will be very familiar with both the material in the document and the layout of the document prior to receiving the draft. LSA’s editing, graphics, and publications staff will work seamlessly with the technical staff to produce a readable, accessible, and lucid document.

- **Schedule.** LSA has experience in keeping a CAP on a tight schedule. LSA will communicate with the City using multiple communication methods including meetings, conference calls, the interactive reduction tool, webinars, phone, and email to ensure that all parties are engaged and up to speed throughout the process. We will use critical path scheduling to identify and overcome challenges.

- **Integration of Technical Analysis.** LSA has an integrated team that will complete the GHG inventories, GHG forecasts, GHG reduction quantification, model policies, GHG tracking, and implementation. LSA’s staff proposed for this project has experience working together on numerous GHG planning efforts. We will use established templates and familiar processes such that team members can jump in at a moment’s notice to take on a task, QA/QC a product, or respond to a participating jurisdiction’s question.

- **Public Friendly.** LSA has developed a concise style in communicating GHG planning to the public that does not take away from the complexity or technical rigor underscoring these plans. We believe that one goal of a GHG reduction plan is to explain the issues in the most simple but powerful way possible. To that end, we will explain all technical jargon, use graphical explanations wherever possible, and use accessible language in the primary parts of the plan (with dedicated technical appendices for the expert reader). LSA considers a public that truly grasps the technical complexities involved in GHG reduction calculations and inventorying to be a vital and powerful asset when a community is faced with difficult policy decisions.

LSA will create a CAP Update that combines and presents all technical components of the project (GHG inventories, GHG forecasts, GHG reduction measure quantification, and GHG reduction measure cost analysis). The document will have separate chapters that describe the City and background of the CAP and that present the inventory, forecasts, reduction targets, selected GHG reduction measures and costs, and savings for the selected measures and other relevant information. This is slightly different from how the CAP is currently organized but provides more transparency while keeping the easy-to-read, public-friendly approach. The draft CAP update will be organized as follows:
• **Executive Summary** that provides a brief overview of the CAP Update.

• **Introduction** describing the purpose of the CAP and CAP Update including relevant legislation.

• **CAP Process** summarizing the community meetings and detailed descriptions of methodologies and assumptions used in developing the CAP Update.

• **GHG Emissions** chapter summarizing the 20016 inventory update, 2020, 2030, and 2045 forecasts that includes Business as Usual (BAU) forecasts and State level reductions within the City as an Adjusted BAU.

• **GHG Reduction Targets for 2020, 2030, and 2045** along with the **2030 GAP Analysis** that shows differential between the Adjusted BAU and the target. This chapter will also describe how the CAP update is compliant with **CEQA Guidelines** §15183.5.

• **GHG Reduction Measures** summarizing the cost, timing, and quantities of reductions expected from each of the reduction measures.

• **Climate Change Vulnerability and Adaption** summarizing the vulnerability analysis.

• **Implementation** chapter describing the implementation of the CAP and how the development review process will tier from the CAP Update during CEQA review.

• **Monitoring** chapter summarizing the monitoring tools used.

**Task 5.2: California Environmental Quality Act (CEQA) Process.** The current 2013 Chino CAP has a horizon year of 2020 and will expire or require an update on or before January 1, 2020. However, the CAP Update process is expected to take a little over one year. Because of this, the city needs to have an interim CEQA process that extends the CAP through June 2020 when the CAP Update is completed and can be adopted with long-term CEQA authorization that continues past year 2020.

**Task 5.3: Interim CEQA Process Authorizing Continued Development Review under the CAP.** Starting on January 1, 2020, and continuing until the CAP Update is adopted by City Council sometime in the spring or early summer of 2020, the City will need an interim Development Review Process for GHG emissions. LSA recommends using the Draft GHG Screening Tables as an interim solution.

LSA will take the Draft Screening Tables for the City of Chino provided in Task 4.1 and edit them to become the Interim Screening Tables for use by the City during the interim period starting January 1, 2020, and extending until adoption of the CAP Update.

These interim Screening Tables will include an introduction explaining the interim period, the technical justification of why they remain valid during the interim period, and CEQA process authorizing the use of the Interim Screening Tables. This introduction will lay out the substantial evidence supporting the CEQA process authorizing the use of the Interim Screening Tables.

LSA considers the use of Interim Screening Tables over the four- to six-month period between the expiration of the 2013 Chino CAP until the adoption of the CAP Update as Exempt from further environmental review. LSA sees the use of the Interim Screening Tables as qualifying for a **Class 8 Categorical Exemption.** CEQA Guidelines §15308 states that “Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the ... protection of the environment where the regulatory process involves procedures for the protection of the environment.” Because the Interim Screening Tables implement the reduction of GHG emissions during the interim
period prior to adoption of the CAP Update, and is continuing to enforce the protection of the environment (continued reduction of GHG emissions during the Interim period) authorized by the CAP, the Interim Screening Tables fall within the definition of a Class 8 Categorical Exemption. The definition of a regulatory agency is a public authority or government agency (including local government agencies) responsible for exercising authority over some area of human activity in a regulatory or supervisory capacity. As such, the City of Chino fits the definition of a regulatory agency.

LSA will assist the City in supporting a Class 8 Categorical Exemption with a rationale for the review of the project as Exempt under CEQA following CEQA Guidelines §15061(b)(2). In addition, LSA will assist the City in the development of a Notice of Exemption following CEQA Guidelines §15062.

This interim CEQA process allows the City to continue tiering of the development review process from the CAP as authorized by CEQA Guidelines §15183.5(b) while the CAP Update is being completed.

**Task 5.4: Long-term CEQA Process.** The City of Chino has some opportunities and choices to make in determining the best way to satisfy the CEQA process long term. For this reason, Task 5.4 is divided into several options for long-term CEQA authorization as follows:

*Option 1: Tier from the CEQA Process that SBCTA is providing for the San Bernardino County GHG Reduction Plan Update.*

SBCTA has tasked LSA with developing CEQA recommendations for the San Bernardino County GHG Reduction Plan Update. SBCTA then intends to draft a CEQA document (either an EIR Addendum or a Subsequent EIR) to authorize the adoption of the San Bernardino County GHG Reduction Plan. This option provides an economy of scale that makes it more cost effective for each jurisdiction to tier from one EIR than if each did a separate CEQA process.

If the City chooses this option, LSA will coordinate with the City and SBCTA through completion of the EIR authorizing the San Bernardino County Regional GHG Reduction Plan. However, this CEQA process would require additional time to complete and may extend until the fall or winter of 2020.

*Option 2: CEQA Addendum of the Chino CAP EIR.*

LSA reviewed the long-term CEQA document needed to authorize use of the CAP Update and recommends that an Addendum to the City of Chino CAP EIR would be appropriate. This conclusion was based on CEQA Guidelines 15164(a) which states that “The lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred.” Because the CAP Update will make changes to the currently adopted CAP, but the changes did not create any of the conditions described in CEQA Guidelines Section 15162, an Addendum to the Chino CAP EIR is the appropriate CEQA document.

LSA will provide environmental analysis of potential impacts resulting from the CAP Update including potential impacts to aesthetics and visual resources, conflicts with habitat conservation plans, hazards to aircraft related to light and glare from rooftop photovoltaic (PV) solar panels, and potential cultural resource impacts resulting from energy efficiency and renewable energy retrofits of existing historical buildings. The environmental analysis will also provide fact-based analysis of reduced criteria air pollutants, vehicle miles traveled (VMT), and noise levels resulting from the CAP Update. The environmental analysis will also document more efficient use of utilities and potable water supplies resulting from the CAP Update. While the reduction in air pollution, traffic, noise, and more efficient uses of utilities and resources are all beneficial environmental changes, it is important
to document these conditions in order to provide the substantial evidence needed to document all impacts resulting from the CAP Update. The environmental analysis will be documented in the CEQA Addendum.

Once the environmental analysis is completed, LSA will provide a screencheck draft Addendum to the Chino CAP EIR using the CEQA Initial Study (IS) format to answer all of the CEQA questions provided in Appendix G of the CEQA Guidelines. This IS format will focus on whether or not the impacts resulting from the CAP Update were analyzed in the Chino CAP EIR. The IS format will also determine that any potentially significant impacts resulting from the CAP Update are mitigated to levels of impacts analyzed in Chino CAP EIR using the mitigation measures found in Chino CAP EIR. The screencheck draft Addendum in the IS format will be provided to City staff for review. Please Note: the Addendum Initial Study will not follow the format of the 2018 adopted CEQA Checklist Appendix G; the Initial Study will follow the original format of the Chino CAP EIR.

LSA will collect and review one composite set of comments from City staff, revise the screencheck draft Addendum to Chino CAP EIR and provide the Draft Addendum to the Chino CAP EIR ready for review and consideration by the Planning Commission and City Council.

Task 5.5: Final CAP Update. LSA will coordinate with City staff to incorporate relevant public input provided during the CEQA process into the Draft CAP Update. The LSA Team will present the Draft CAP Update. These presentations will be offered to the Planning Commission and City Council. LSA will work with the City to determine the exact number of presentations that will occur. Our budget assumes two meeting presentations.

Task 5.0 Deliverables.

- Final Draft CAP.
- Planning Commission and City Council Staff Reports and Materials for final public hearing.
- Public hearing presentation.
- Interim Screening Tables and CEQA Notice of Exemption for a Class 8 CEQA Exemption following CEQA Guidelines §15062 and §15308.
- Either:
  - Option 1, assistance with the SBCTA CEQA Process; or
  - Option 2, CEQA Addendum to the Chino CAP EIR:
    - Environmental Analysis;
    - Screencheck Draft CEQA Addendum to the Chino CAP EIR; and
    - Final CEQA Addendum to the Chino CAP EIR ready for review by Planning Commission and City Council during public hearings.
EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

No special requirements.
EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "C-1".

II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.

IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.
EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services and deliver all work products on or before June 30, 2020.

II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.
# EXHIBIT "C-1"

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**Total LSA Fees:** $119,090.00