

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this **1st day of December, 2024**, by and between the **CITY OF LANCASTER**, a municipal corporation and charter city, (“City”), and **FRYDMAN COUNSEL**, a sole proprietor, (“Consultant”) (collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

WHEREAS, the City desires to engage Consultant to perform certain technical and professional services, as provided herein, identified as:

STRATEGIC IMPLEMENTATION SERVICES (THE “SERVICES”)

WHEREAS, the principal members of Consultant are qualified and duly registered/licensed under the laws of the State of California, and Consultant desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to this Agreement are:

- A. CITY: City of Lancaster
- B. CONSULTANT: Frydman Counsel

2. **Notices.** All written notices required by or related to this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; parties to this Agreement shall promptly inform the other party of any changes of address. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

CITY City of Lancaster
Attn: Trolis Niebla, City Manager
44933 Fern Avenue
Lancaster, California 93534

CONSULTANT Frydman Counsel
Attn: Shanit Frydman, Principal
269 South Beverly Drive #230
Beverly Hills, CA 90212

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Description of Work.** The City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services set forth in the “Scope of Services and Rates Schedule,” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit “A.” The City Manager or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the City Manager, or his designee.

5. **Obligations of the City.**

A. The City shall pay Consultant an amount not to exceed \$474,000 for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the hourly rates set forth in Exhibit A.

B. No payment made hereunder by the City to Consultant, other than the final payment, shall be construed as an acceptance by the City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

6. **Obligations of the Consultant.**

A. Consultant shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibit A.

B. Consultant shall be responsible for payment of all employees’ wages and benefits, and shall comply with all requirements pertaining to employer’s liability, workers’ compensation, unemployment insurance, and Social Security.

C. Consultant shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.

7. **Hold Harmless and Indemnification.** Consultant agrees to indemnify and hold harmless the City, its elected officials, officers and employees, from and against any and all third-party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney’s fees, incurred to the extent arising out of or related to Consultant’s negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend the City, its officers and employees, using counsel of the City’s choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

8. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the City and Consultant.

9. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Consultant will take affirmative action to ensure

that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Consultant. This Agreement shall continue in full force and effect for twelve (12) months, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Consultant may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Consultant will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Consultant shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Consultant.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, "documents") related to the Services shall become the City's property. Consultant shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.

12. **Independent Contractor.** Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

13. **Insurance.**

A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	
<i>(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)</i>	

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
<i>(Coverage shall be at least as broad as ISO form CA00 01)</i>	

Workers Compensation

As Required by the State of California	Statutory Limits
--	------------------

Employers' Liability

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
<i>(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)</i>	

Professional Liability

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

B. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

C. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.

E. Consultant shall furnish the City with Certificates of Insurance and with endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:

"STRATEGIC IMPLEMENTATION SERVICES"

The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

14. **Commencement and Completion of Work.** The Services to be provided by Consultant pursuant to this Agreement shall commence immediately after execution of this Agreement, and shall be completed no later than ten months following commencement; provided however, that the Parties may agree to extend the time for completion upon mutual written agreement.

15. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Consultant in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City. Basic sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

16. **Data Provided to Consultant.** City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession which may facilitate the timely performance of the work described in Exhibit A.

17. **Consultant's Warranties and Representations.**

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

18. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

19. **Exhibits.**

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services and Rates Schedule

20. **Governing Law.**

This Agreement shall be governed by the laws of the State of California.

21. **Effective Date.**

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether City or Consultant, executes said Agreement.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Trolis Niebla, City Manager

Dated: _____

FRYDMAN COUNSEL
BEVERLY HILLS, CALIFORNIA

By: _____
Shanit Frydman, Principal

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACT SUBMISSION APPROVAL:

Department Head

LEVINE ACT DISCLOSURE.

California Government Code section 84308 ("Levine Act") requires a party to a contract other than competitively bid, labor, or personal employment contract, to disclose any contribution of more than \$250 that the party (or their agent) has made to a member of the City Council or any other officer of the City as defined in the Levine Act within the prior 12 months. The Levine Act also prohibits for 12 months following a final decision, a party (or their agent) from making a contribution of more than \$250 to any member of the City Council or any other officer as defined in the Levine Act who may participate in the making of this Agreement.

A. By its signature on this Agreement, FRYDMAN COUNSEL represents and warrants [select one]:

☒ Neither FRYDMAN COUNSEL nor any agent acting on behalf of FRYDMAN COUNSEL has, within the 12 months preceding the commencement of negotiations of this Agreement, made any political contribution of more than \$250 to any member of the City Council or any other officer as defined in the Levine Act who may have participated in the making of this Agreement.

OR

☐ [COMPANY NAME] (or an agent acting on behalf of [COMPANY NAME]) has made a political contribution of more than \$250 to:

Identify the person(s) or agent(s) who made the contribution:

Identify the City officer(s) who received the contribution:

B. By its signature on this Agreement, FRYDMAN COUNSEL further represents and warrants [select one]:

☒ Neither FRYDMAN COUNSEL nor any agent or principal acting on behalf of FRYDMAN COUNSEL intends, within the 12 months following the execution of this Agreement, to make any political contribution of more than \$250 to any member of the City Council or any other officer as defined in the Levine Act who may have participated in the making of this Agreement.

OR

☐ [COMPANY NAME] (or an agent acting on behalf of [COMPANY NAME]) intends to make a political contribution of more than \$250 to:

Identify the person(s) or agent(s) who will make the contribution:

Identify the City officer(s) who will receive the contribution:

EXHIBIT A

FRYDMAN COUNSEL

Creating and Implementing a Strategic Roadmap for Success

269 S. Beverly Drive #230

Beverly Hills, Ca 90212

FrydmanCounsel@gmail.com

Proposal #1: Strategic Planning of FPH2

Objective:

Support Jason Caudle and the City of Lancaster in creating a robust business plan and accountability systems to establish FPH2 as a leader in California's renewable hydrogen market.

Scope of Services:

1. Business Plan Development

Frydman Counsel will work with key stakeholders to develop a business plan for FPH2, focusing on financial modeling, capital strategy, partnerships, and infrastructure planning. This plan will address regulatory compliance, governance, and market positioning to establish FPH2 as a competitive leader, while fostering effective public-private collaboration and stakeholder communication.

2. Accountability and Benchmark Systems

We will create a measurable framework to track progress, setting specific goals for financial, partnership, and operational milestones. Regular check-ins and updates will keep stakeholders informed and aligned.

Deliverables:

- **Business Plan:** Detailed plan including financials, partnerships, regulatory, and operational strategies.
- **Accountability Framework:** Systems for tracking benchmarks and regular reporting templates.

Timeline and Fees:

Six-month engagement with phased deliverables, total fee of \$150,000.

Conclusion:

Frydman Counsel brings strategic expertise to ensure FPH2's success, combining planning with accountability systems for sustained growth and competitive positioning in the renewable hydrogen sector.

Proposal #2: The City of Lancaster Executive Leadership Academy

Overview

The City of Lancaster Leadership Academy is a 16-week program designed to develop effective, forward-thinking leaders within the city's workforce. Through a blend of in-person and remote sessions, readings, reflections, and flagship training days, selected participants will expand their leadership skills, strategic thinking, and emotional intelligence, equipping them for future leadership roles.

Program Highlights

- **Selective Admission:** A competitive process to admit committed leaders.
- **Flexible Structure:** Combines in-person and remote meetings.
- **Comprehensive Curriculum:** Weekly readings, reflective exercises, and flagship training days on core leadership concepts, culminating in a capstone presentation.

Key Components

1. **Learning Modules:** Leadership frameworks and books covering growth mindset, strategic habits, and interpersonal effectiveness.
2. **Mindfulness and Emotional Intelligence:** Led by Shanit Frydman, focusing on mindfulness, resilience, and understanding emotions.
3. **Capstone Presentation:** Participants present key learnings and their application to current and future roles.

Timeline and Cost

The 16-week program costs \$150,000, covering content development, expert facilitation, logistical support, and participant resources. This investment reflects the city's commitment to leadership excellence and sustainable growth.

Conclusion

The Leadership Academy represents the City of Lancaster's commitment to cultivating future leaders who are equipped to drive organizational and community success. This program lays the foundation for a lasting legacy of professional growth and high-level training across the city.

Proposal #3: Executive Coaching for City Manager

Objective:

Provide executive coaching to enhance leadership effectiveness, team performance, and organizational success for the City of Lancaster.

Key Focus Areas:

- **Leadership & Decision-Making:** High-impact strategies for team motivation and effective decision-making.
- **Systems & Accountability:** Tools to streamline operations and monitor departmental performance.
- **Emotional Intelligence:** Techniques to manage stress, foster resilience, and build positive relationships.
- **Growth Mindset:** Methods to encourage adaptability and innovation.

Structure & Cost:

- **Sessions:** Two 2-hour sessions per month (\$500 per Zoom session; \$650 in-person).
- **Annual Investment:** \$24,000

Outcome:

This program equips the City Manager with the skills to lead Lancaster with excellence and resilience, ensuring long-term success for the city.

Proposal #4: City-Wide Checklist System for City of Lancaster

Objective:

Develop customized, department-specific checklists to enhance operational consistency, efficiency, and accountability across Lancaster's city departments.

Project Phases:

1. Foundational Preparation

- **Assigned Reading:** *The Checklist Manifesto* for department heads to understand the value of structured processes.
- **Group Discussion:** Insights and goals discussion to align on checklist benefits.
- **Department-Specific Goals:** Identify each department's core purpose for checklists (e.g., compliance, communication).
- **Challenges and Solutions:** Address potential obstacles collaboratively.

2. Strategic Implementation

- **Department-Specific Checklists:** One-on-one coaching with department directors to create tailored checklists, focusing on core operational needs.
- **Checklist Focus Areas:** Examples include Public Works (maintenance, inspections), Community Development (approvals, permits), PARCS (event planning, safety), and more.

3. Project Completion and Deliverables

- **Comprehensive Checklist Delivery:** Each department receives a minimum of five functional checklists.
- **Skill Development:** Directors gain skills to independently update and expand checklists over time.
- **Final Review Meeting:** Directors present checklists, promoting cross-departmental insights and collaboration.

Timeline:

4 months, with structured phases for engagement and timely feedback. Any project delays due to non-performance will require full payment as specified.

Consulting Fee:

\$150,000, covering consultation, checklist development, and training for sustainable adoption.

Conclusion:

This project will bring lasting improvements to the City of Lancaster's operational clarity, efficiency, and accountability, benefiting the city's workforce and residents.

Grand Total for all 4 Proposals: \$474,000.00