

Before the Board of Supervisors in and for the County of Monterey, State of California

Agreement No. A-12023

- a. Approve Professional Services Agreement with Jones & Stokes Associates, Inc., a wholly owned subsidiary of ICF Consulting Group, Inc., a Delaware corporation, to provide a Climate Action Plan (CAP) for County of Monterey Operations (RFP#10287), in an amount not to exceed \$111,357.35, for a term through June 30, 2012; and
b. Authorize the Contracts/Purchasing Officer to execute the Professional Services Agreement and future amendments to this Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.(REF110024/ICF Consulting Group, Inc.).....

Upon motion of Supervisor Salinas, seconded by Supervisor Calcagno, and carried by those members present, the Board hereby;

- a. Approved Professional Services Agreement with Jones & Stokes Associates, Inc., a wholly owned subsidiary of ICF Consulting Group, Inc., a Delaware corporation, to provide a Climate Action Plan (CAP) for County of Monterey Operations (RFP#10287), in an amount not to exceed \$111,357.35, for a term through June 30, 2012; and
b. Authorized the Contracts/Purchasing Officer to execute the Professional Services Agreement and future amendments to this Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 28th day of June, 2011, by the following vote, to wit:

AYES: Supervisors Calcagno, Salinas, and Parker

NOES: None

ABSENT: Supervisors Armenta and Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on June 28, 2011.

Dated: July 7, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By [Signature] Deputy

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(MORE THAN \$100,000)***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Jones & Stokes Associates, Inc., a wholly owned subsidiary of ICF Consulting Group, Inc., a Delaware corp.,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide a Climate Action Plan (CAP) for County of Monterey Operations (the term "municipal operations" in the Scope of Services means County operations)
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 111,357.35.
3. **TERM OF AGREEMENT.** The term of this Agreement is from June 28, 2011 to June 30, 2012, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

9.0 INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	Rich Walter, Principal
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	Jones & Stokes Associates, Inc. 620 Folsom Street, Suite 200 San Francisco, CA 94107
Address	Address
(831) 755-8966	(510) 290-1860
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

Jones & Stokes Associates, Inc., a wholly owned subsidiary of ICF Consulting Group, Inc., a Delaware corporation

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

[Signature]
Name and Title

Date: 6-16-11

By: _____
(Signature of Secretary, Asst. Secretary, CRO, Treasurer or Asst. Treasurer)*

Name and Title

Date: _____

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9



1. Scope of Work and Schedule

Based on our understanding of the County's objectives, our prior work developing the County's General Plan EIR, and our direct experience working on CAPs and General Plans for other municipalities and county governments, we propose to conduct a scope of work that has been proven to develop a municipal CAP that meets regulatory requirements and provides the level of detailed analysis sufficient to support reduction planning. An outline of the tasks proposed as part of this scope of work is presented below and detailed discussions regarding individual tasks are discussed in subsequent sections of this proposal.

Task 1. Review GHG Reduction Target, Identify Strategies and Measures

Task 1.1. CAP Scoping and Target Assessment

Task 1.2. BAU Forecasts

Task 1.3. Identify GHG Reduction Strategies and Measures

Task 1.4. GHG Reduction Measures Quantification

Task 2. Municipal Climate Action Plan

Task 2.1. Administrative Draft CAP

Task 2.2. Draft CAP

Task 2.3. Final CAP

Task 3. Project Management, Meetings and Coordination

Task 3.1. Meetings and Conference Calls

Task 3.2. Project Management

The following scope is for the County's municipal operations. As the County has recently completed a municipal operations inventory, this scope does not assume the need to revisit the baseline inventory. However, a 2020 forecast will need to be prepared.

Task 1. Review GHG Reduction Target, Identify Strategies and Measures

Task 1.1. CAP Scoping and Target Assessment

ICF will meet with the County at a kick-off meeting to review the work plan, schedule, and budget. Preliminary scoping issues associated with the municipal CAP will be discussed. ICF will also review the County's municipal inventory and will identify any recommendations for improving this inventory. We will also conduct a preliminary review of reduction target options (final targets will be developed as part of the CAP).

Task 1.2. Business As Usual (BAU) Forecasts

ICF will develop a draft BAU methodology for each of the sectors in the emissions inventory. ICF will develop the methodology through consultation with the County (including various departments, as needed) regarding available data sources and projections of County operations.

Deliverables: Draft and final GHG 2020 BAU Forecast summaries (one electronic copy of each in Word, Excel, or other manipulative version; and one electronic copy of each in .pdf format).



Task 1.3. Identify Municipal GHG Reduction Strategies and Measures

In coordination with the County, ICF will consolidate existing and planned County programs. ICF will compile these and potential new measures into a list of Municipal candidate GHG reduction measures for quantification in the municipal CAP. Not all measures can be quantified, so we need to reach concurrence with the County on which measures can and should be quantified.

ICF will compile a list of municipal GHG reduction measures using our experience and available sources. ICF will identify policies and implementation measures that would reduce Municipal GHG emissions related to building energy use, transportation, water consumption, and waste generation. For each implementation measure, ICF will define the measure, the implementing party (e.g. County Department), the likely reduction, the source for this reduction, and any caveats/limitations, as applicable. We will circulate the candidate measures list for County review and sign-off prior to quantifying reductions associated with any of the GHG reduction measures. ICF will prepare a decision support matrix of the candidate measures list, identifying key parameters and summary information, for the County's internal decision-making process.

Deliverables: Candidate Municipal GHG Reduction Strategies and Measures Memorandum (one electronic copy in Word, Excel, or other manipulative version and one electronic copy in .pdf format).

Task 1.4. GHG Reduction Measures Quantification

ICF will quantify reductions from the candidate Municipal measures identified after County review of the candidate measures memorandum. We will use our prior municipal reduction planning experience and the sources noted above for the Municipal GHG Reduction Plan. We anticipate two rounds of County review of the quantification spreadsheet.

Deliverables: Municipal GHG Reduction Policies Quantification Spreadsheet (one electronic copy in Excel and one electronic copy in .pdf format)

Task 2. Municipal CAP

Task 2.1. Prepare Administrative Draft CAP

This document will include the following sections:

- **Introduction and Purpose**
- **Municipal Inventory and Forecast Summary.** This section will summarize the inventory and forecast. The inventory and forecast details will be included as an appendix to the Plan.
- **GHG Reduction Strategies and Measures.** As part of Plan development, reduction strategies and measures would be developed by ICF for municipal operations, employee commute, and contractor and leasing services
- **Implementation Guidance.** This section will include municipal implementation phasing and roles and responsibilities for implementing Municipal reduction measures.
- **Evaluation and Monitoring Methods.** This section will include qualitative and quantitative metrics by which the County can track progress as relates to individual Municipal GHG reduction measures. ICF



EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS
Exhibit A: Monterey County Municipal Climate Action Plan – Scope of Work

will provide a simple spreadsheet tool for evaluating and monitoring Municipal emissions. (We will also identify other tools that are available to the County to monitor its emissions reduction progress

Deliverables: Administrative Draft Municipal GHG Reduction Plan with Appendices – (five hard copies [assumed reproduction cost of \$40/bound copy]; one electronic copy in Word, Excel, or other manipulative version; and one electronic copy in .pdf format).

Task 2.2. Prepare Draft Climate Action Plan

We presume that County staff will provide one set of unified comments on the administrative draft CAP. We recommend that following the receipt of those comments, we have a meeting with County staff to review the comments and agree on the appropriate changes. Following the meeting to discuss County comments, we will make revisions and consolidate into the final CAP.

Deliverables: Draft CAP with appendices – (five hard copies [assumed reproduction cost of \$60/bound copy]; one electronic copy in Word, Excel, or other manipulative version; and one electronic copy in .pdf format). One web-ready version of the administrative CAP in .pdf format, with a click-able table of contents.

Task 2.3. Prepare Final Climate Action Plan

Following review of the draft Plan, ICF will have a meeting with County staff to review the comments on the draft Plan and discuss whether any changes will be incorporated into the final Plan. We will prepare a final Plan for final review and distribution by the County after the meeting to discuss County comments.

Deliverables: Final Municipal Reduction Plan with appendices – (15 hard copies [assumed reproduction cost of \$40/bound copy]; one electronic copy in Word, Excel, or other manipulative version; and one electronic copy in .pdf format).

Task 3. Project Management, Meetings and Coordination

Task 3.1 Meetings and Conference Calls

Following review of the draft Plan, ICF will have a meeting with County staff to review the comments on the draft Plan and discuss whether any changes will be incorporated into the final Plan. We will prepare a final Plan for final review and distribution. ICF's project manager will attend the following staff meetings as described below. ICF's project director will attend Meetings #1, #6, and #7.



EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Exhibit A: Monterey County Municipal Climate Action Plan – Scope of Work

Table 1. Meeting Assumptions

Meeting	Notes
Staff Meeting #1	Project kick-off meeting to review the work plan, schedule, budget, and communication protocols. Key data providers in the County and other agencies will be identified and preliminary scoping issues associated with the inventory forecast and reduction measures will be discussed. Discuss modeling assumptions and proposed methods as well as GHG inventory and forecast assumptions and proposed method.
Staff Meeting #2	Data Gathering meeting for forecast methods.
Staff Meeting #3	Review the Municipal inventory results.
Staff Meeting #4	Discuss Municipal candidate GHG reduction measures.
Staff Meeting #5	Discuss Municipal GHG reduction measures quantification.
Staff Meeting #6	Review the initial draft CAP sections.
Staff Meeting #7	Finalize the draft CAP.

6/16/11
 (Date)
 JAL
 (Contractor's Initials)

Additional meetings for ICF project manager would be at an additional cost of six hours per meeting per person, including travel time (if participating in person). Periodic conference calls for project coordination are included in the tasks described above.

These additional meetings described above shall not be conducted by ICF until the additional work is presented to the County and with County approval, amended into the Professional Services Agreement (PSA). Once the amendment to the PSA is fully executed, ICF will be authorized to proceed with the described work.

Task 3.2 Project Management

This task includes all project management for the municipal CAP project including scheduling, invoicing, and resource management.

2. Schedule

The following table describes our proposed schedule for the CAP.

Table 2. Municipal CAP Project Schedule

Municipal CAP Tasks	Completion Date
Task 1.1. CAP Scoping and Target Assessment	July 2011
Task 1.2. BAU Forecasts	August 2011
Task 1.3. Identify GHG Reduction Strategies and Measures	October 2011
Task 1.4. GHG Reduction Measures Quantification	November 2011
Task 2.1. Administrative Draft Municipal Climate Action Plan	January 2012
Task 2.2. Draft Municipal Climate Action Plan	February 2012
Task 2.3. Final Municipal Climate Action Plan	March 2012



EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Exhibit A: Monterey County Municipal Climate Action Plan – Scope of Work

3. Cost Estimate

ICF proposes the following budget for the Municipal CAP. Our proposed rates for this proposal are discounted by approximately 15% from our standard rates.

Table 3: ICF Cost Summary

Task	Cost Estimate
Municipal Climate Action Plan	\$111,357

FMA

(Contractor's Initials)

6/16/11

(Date)

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for work products / deliverables under the Agreement shall be submitted when the work product is complete, shall identify the document or work product being delivered and shall include the following:

1. Invoice Coversheet

*Jones & Stokes Associates, Inc., a wholly owned subsidiary of ICF Consulting Group, Inc., a Delaware corporation
Climate Action Plan (CAP) for County of Monterey Operations*

Date: _____

Invoice No. _____

Agreement Term: June 28, 2011 to June 30, 2012

Agreement Amount: \$ 111,357.35 (\$111,357.35 base budget plus \$0.00 project contingency)

Invoice Billing: All Invoices Are To Be Sent To:

Jaime Martinez, Accounting Technician
County of Monterey
Resource Management Agency
Finance Division
168 W. Alisal Street, 2nd Floor, Salinas, CA 93901
Telephone: (831) 755-4829

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Invoice

<i>This Invoice:</i>	<u>Task 1: Review GHG Reduction Target, Identify Strategies and Measures</u>	
	\$ 3,360.54	Task 1.1 - CAP Scoping and Target Assessment _____
	\$ 6,374.49	Task 1.2 - BAU Forecasts _____
	\$ 12,779.13	Task 1.3 - Identify GHG Reduction Strategies and Measures _____
	\$ 33,726.42	Task 1.4 - GHG Reduction Measures Quantification _____
	\$ 56,240.58	Subtotal for Task 1 _____
	<u>Task 2: Climate Action Plan (CAP) for County Operations</u>	
	\$ 18,259.36	Task 2.1 - Administrative Draft CAP _____
	\$ 7,998.54	Task 2.2 - Public Draft CAP _____
	\$ 8,004.63	Task 2.3 - Final CAP _____
	\$ 34,262.53	Subtotal for Task 2 _____
	<u>Task 3: Project Management, Meetings and Coordination</u>	
	\$ 13,353.80	Task 3.1 - Meetings and Conference Calls _____
	\$ 7,500.44	Task 3.2 - Project Management _____
	\$ 20,854.24	Subtotal for Task 3 _____
	\$ 111,357.35	<u>GRAND TOTAL</u>

Remaining Balance \$ _____

Approved as to Work/Payment: _____ Date _____
John H. Ford, Planning Services Manager

2. Invoice Detail

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.