

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ICF JONES & STOKES, INC.**

THIS AMENDMENT NO. 4 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and ICF Jones & Stokes, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on July 18, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on July 19, 2012 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Revised Schedule), March 26, 2013 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Revised Schedule), and September 9, 2013 (hereinafter, "Amendment No. 3", including Exhibit A-3 – Scope of Services/Payment Provisions); and

WHEREAS, Task 1, Review Greenhouse Gas (GHG) Reduction Target, Identify Strategies and Measures; Task 2, Municipal Climate Action Plan; and Task 3, Project Management, Meetings and Coordination, of the Climate Action Plan (CAP) for the County of Monterey Operations (hereinafter, "Project") have been completed; and

WHEREAS, additional time is necessary to allow CONTRACTOR to complete Task 4, Community Climate Action Plan, As Needed Support, for the Project on an "as needed" basis as requested by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to September 30, 2015 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services associated with Task 4 as identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from June 28, 2011 to September 30, 2015, unless sooner terminated pursuant to the terms of this Agreement.
2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 4 to Professional Services Agreement
ICF Jones & Stokes, Inc.
Climate Action Plan for County Operations
RMA – Planning
Term: June 28, 2011 – September 30, 2015
Not to Exceed: \$111,357.35

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY

CONTRACTOR*

By: Debra Bayard
Contracts/Purchasing Officer

ICF Jones & Stokes, Inc.
Contractor's Business Name

Date: Sept 22, 2014

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

Its: David Freytag, Sr. Vice President
(Print Name and Title)

Date: 8/26/14

**Approved as to Form and Legality
Office of the County Counsel**

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

By: Mary Grace Perry
Deputy County Counsel

Assistant Secretary

Its: Steve Wirt
(Print Name and Title)

Date: 9-17-14

Date: 8/27/14

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 9/17/14

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*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.

Amendment No. 4 to Professional Services Agreement
ICF Jones & Stokes, Inc.
Climate Action Plan for County Operations
RMA - Planning
Term: June 28, 2011 - September 30, 2015
Not to Exceed: \$111,357.35



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ICF Jones & Stokes, Inc. 9300 Lee Highway Fairfax VA 22031-1207 USA	INSURER A: Great Northern Insurance Co.	20303
	INSURER B: Sentry Ins A Mutual Company	24988
	INSURER C: AXIS Surplus Insurance Company	26620
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570054316462** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35812409 Package - Domestic	06/25/2014	06/25/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7352-29-55 Automobile - All States	06/25/2014	06/25/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		90-17657-01 Workers Comp	06/25/2014	06/25/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B	90-17657-02 Workers Comp	Y	N/A		06/25/2014	06/25/2015	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	E&O-MPL-Primary			EBZ768043/01/2014 Errors & Omissions	06/25/2014	06/25/2015	Prof Liab Agg - All Overall policy aggr	\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1 - Professional Liability is a Claims Made policy. There is no Additional Insured status on the Professional Liability coverage.

2 - County of Monterey, its agents, officers and employees as Additional Insureds.

3 - Subject to the standard terms and conditions of the individual policies, the indicated coverage is primary but only as respect work being done by ICF Jones & Stokes, Inc. for the County of Monterey.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
 Contracts/Purchasing Department
 168 West Alisal Street - 3rd Floor
 Salinas, CA 93901 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570054316462

Liability Insurance

Endorsement

Policy Period JUNE 25, 2014 TO JUNE 25, 2015
Effective Date JUNE 25, 2014
Policy Number 3581-24-09 EUC
Insured ICF JONES & STOKES, INC.
Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued JUNE 25, 2014

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Scheduled Person Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an insured; but they are insureds only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an insured with respect to any:

assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

damages arising out of their sole negligence.

Schedule

ANY PERSON OR ORGANIZATION AS REQUIRED BY CONTRACT

Persons or organizations that you are obligated, pursuant to written contract or agreement, between you and such person or organization, to provide with such insurance as is afforded by this policy; but they are insureds only if and to the minimum extent that such contract or agreement requires the person or organization to be afforded status as an insured. However, no person or organization is an insured under this provision who is more specifically described under any other provision of the Who Is An Insured section of this policy (regardless of any limitation applicable thereto).

County of Monterey, its agents, officers and employees

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance

Endorsement

<i>Policy Period</i>	JUNE 25, 2014 TO JUNE 25, 2015
<i>Effective Date</i>	JUNE 25, 2014
<i>Policy Number</i>	3581-24-09 EUC
<i>Insured</i>	ICF JONES & STOKES, INC.
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JUNE 25, 2014

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization*

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSURED ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. B.", written over a horizontal line.

POLICY NUMBER: 7352-29-55

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 6/25/14	Countersigned By:
Named Insured: ICF JONES & STOKES, INC.	<i>James J. McCreath</i> (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s)

"Any person or organization as required by an insured contract"

County of Monterey, its officers, agents and employees

Such insurance as is afforded by this insurance is primary and no other insurance of the Additional Insured will be called upon to contribute to a loss

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies an "insured" under the Who is An Insured Provision contained in Section II of the Coverage Form.

MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY



Benny J. Young, Director
Carl P. Holm, AICP, Deputy Director

Michael A. Rodriguez, C.B.O., Chief Building Official
Michael Novo, AICP, Director of Planning
Robert K. Murdoch, P.E., Director of Public Works

168 W. Alisal Street, 2nd Floor
Salinas, CA 93901
<http://www.co.monterey.ca.us/rma>

MEMORANDUM

Date: October 15, 2014

To: Gail T. Borkowski
Clerk of the Board of Supervisors

From: Dalia M. Mariscal-Martinez *DMM*
Management Analyst II

Subject: AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT NO. A-12023 BETWEEN ICF JONES & STOKES, INC. AND THE COUNTY OF MONTEREY TO PROVIDE A CLIMATE ACTION PLAN (CAP) FOR THE COUNTY OF MONTEREY OPERATIONS (RFP #10287)

Please find attached and for your records, an executed original of Amendment No. 4 to Professional Services Agreement (PSA) No. A-12023 between ICF Jones & Stokes, Inc. and the County of Monterey for the above referenced services.

If you have any questions, please contact Shelley Dickinson at Ext. #4832. Thank you.

DMM/sd

Attachments: Executed Amendment No. 4 to the PSA – *1 Original*
Board Order for PSA, Passed and Adopted on June 28, 2011 - *1 Copy for Reference*