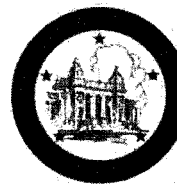


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.17
(ID # 6393)

MEETING DATE:

Tuesday, March 13, 2018

FROM : TLMA-PLANNING:

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Approve and execute the Professional Services Agreement with LSA Associates, Inc., to assist the County on implementation of its Climate Action Plan and Update through June 30, 2020. All Districts. [\$142,230 – Total Cost] 100% Local Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to execute the Professional Services Agreement with LSA Associates, Inc. (Agreement) to assist the County on implementation and update of its Climate Action Plan Implementation for an aggregate amount of \$142,230 through June 2020; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: a) sign amendments that do not change the substantive terms of the Agreement; and b) sign amendments to the compensation provisions that do not exceed 10% annually.

ACTION: Policy

Charissa Leach, Assistant TLMA Director

2/13/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: March 13, 2018
xc: Planning, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 40,000	\$ 72,230	\$ 142,230	N/A
NET COUNTY COST	\$ 0	\$ 0	\$ 0	N/A
SOURCE OF FUNDS: Planning Department Trust 5007 Air Quality Program 100%, No NCC Funds Will be Used.			Budget Adjustment: No	
			For Fiscal Year: 17/18-19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County adopted its Climate Action Plan (CAP) along with General Plan Amendment No. 960 (GPA No. 960), and certified the associated Environmental Impact Report No. 521 (EIR No. 521) on December 8, 2015. GPA No. 960 updated the Air Quality Element of the General Plan to include specific policies that framework the County's Greenhouse Gas (GHG) Emission Reduction Strategy. The GHG Reduction Strategies will ensure that Riverside County activities and approvals do not emit significant amounts of GHGs and that the emissions from the individual actions do not contribute to cumulatively significant GHG emissions, unless such impacts for future projects are approved subject to an appropriate statement of overriding considerations pursuant to the California Environmental Quality Act (CEQA). Thus, the reduction strategies will eventually attain Riverside County's long-range GHG emission reduction goals as required by State regulations and subsequent case law.

The CAP provides further guidance on Riverside County's GHG inventory reduction goals, thresholds, policies, guidelines, and implementation programs. It will also be utilized to streamline CEQA analysis of GHG emissions for subsequent development projects. This document requires continuous monitoring, periodic review, and updates to ensure that the County reaches its current and future GHG reduction targets.

On January 6, 2016, the Sierra Club, the Center for Biological Diversity, and the San Bernardino Audubon Society, collectively filed an action that challenged the County's certification of EIR No. 521 and approval of GPA No. 960 and CAP pursuant to CEQA. A Partial Settlement Agreement (Settlement) dated September 18, 2017, was executed by the County and other parties for Sierra Club, et al. v. County of Riverside, et al (Riverside County Superior Court Case No. RIC 1600159). The Settlement outlines policy consideration for high-efficiency bulbs for traffic signals, meetings with Riverside Transit Agency to increase bus services, and text amendments to the Air Quality Element, EIR No. 521 Mitigation Measures, CAP, and County Ordinance No. 348.

In support of the County's continuous effort to implement and update its CAP to comply with State regulations, and to comply with the Partial Settlement Agreement, the Transportation and

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Land Management Agency, on behalf of the Planning Department, requests that LSA Associates, Inc., provide services outlined and specified in the submitted contract with a scope of work, and the prices stated in Exhibit B, Payment Provisions. Timeframes are presented estimates and are subject to change as work products are developed. LSA Associates, Inc., will assist the County with the monitoring and review of its CAP, as well as propose amendments to the CAP and General Plan policies, Ordinance No. 348, and other County policies and ordinances to ensure that its current and future GHG Reduction Targets are achieved. The updates to the regulatory documents will also include the amendments outlined in the Settlement.

LSA Associates, Inc., will also assist in the environmental review of the CAP update pursuant to CEQA. The nature of the CEQA determination needed will depend on the scope of work effort. Staff will then negotiate the nature and cost of preparing the CEQA determination with LSA Associates, Inc., which will result in an updated contract agreement with a modified scope and additional cost.

County Counsel has also reviewed and updated the proposed contracts to comply with the latest legal requirements.

Impact on Residents and Businesses

The CAP requires continuous monitoring, periodic review, and update to ensure that Riverside County is meeting the State's and County's GHG Reduction targets. Riverside County is committed to providing a more livable, equitable, and economically vibrant community through the incorporation of sustainability features and reduction of GHG emissions. By using energy more efficiently, harnessing renewable energy to power buildings, recycling waste, conserving and recycling water, and enhancing access to sustainable transportation modes, Riverside County will keep dollars in the local economy, create new green jobs, and improve community quality of life. The efforts toward reducing GHG emissions described in the Climate Action Plan would be done in coordination with Riverside County's land use decisions. The foundation of planning land use decisions is found in the General Plan policies and programs. The CAP will also be used to streamline CEQA analysis of GHG Emissions for subsequent projects, and will provide analysis and support for legal challenges related to GHG emissions pursuant to CEQA.

Additional Fiscal Information

The Planning Department will be using funds from the Planning Department's Trust 5007 Air Quality Program to pay for this service; no Net County Cost (NCC) funds will be used or requested. The Air Quality Program was established by the Board in 2003 to support future updates to and implementation of the General Plan Air Quality Element and other special studies of air quality affected by development.

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Maximum payment by the County to LSA Associates, Inc., shall not exceed \$142,230 through June 30, 2020, unless a contract modification is required to complete the environmental review documentation pursuant to CEQA. The contract amount is anticipated to be divided as follows, with actual costs to depend on timing of each specific task as it progresses and availability of funding.

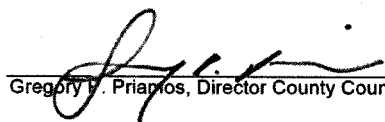
	<u>FY 17/18</u>	<u>FY 18/19</u>	<u>FY 19/20</u>
Anticipated Annual Amount	\$40,000	\$72,230	\$30,000

Contract History and Price Reasonableness

On August 24, 2017, RFP TLARC-488A was released for On Call Climate Action Planning Professional Services. At its closing on September 7, 2017, the County had received four bids. In October 2017, the responses to a Request for Proposal (RFP) for the CAP update were reviewed by the evaluation team consisting of representatives from the Planning Department and County Counsel. The evaluation criteria for the bid included overall responsiveness and understanding of the complexity of the RFP requirements, bidder experience and ability, technical capability/qualifications, cost, references, and other factors. Based on the evaluation of the proposals, LSA Associates, Inc. was selected by the evaluation team as the lowest cost and most responsive/responsible vendor. The Agreement shall be effective through June 30, 2020, unless terminated earlier.

SUPPLEMENTAL INFORMATION:

ATTACHMENT A. Contract Agreement



Gregory P. Priamos, Director County Counsel 2/21/2018

PROFESSIONAL SERVICE AGREEMENT

for

ON-CALL CLIMATE ACTION PLANNING PROFESSIONAL SERVICES

between

COUNTY OF RIVERSIDE

and

LSA ASSOCIATES, INC.



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This Agreement, made and entered into this ____ day of _____, 2018, by and between LSA Associates, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2020 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$142,230 (One Hundred Forty Two Thousand Two Hundred and Thirty Dollars) in aggregate including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Transportation Land Management Agency
4080 Lemon Street
Riverside, CA 92501
Attn: Fiscal Services, 14th Floor

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number TLARC-92615-00007-06/22 quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, s/he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Contract Compliance Officer who shall furnish the decision in writing. The decision of the COUNTY's Contract Compliance Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY TLMA Planning Director, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Transportation Land Management Agency
4080 Lemon Street
Riverside, CA 92501
Attn: Henry Robles

CONTRACTOR

LSA Associates Inc.
1500 Iowa Ave, Suite 200
Riverside, CA 92507
Attn: Mike Trotta

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and

certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies

of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 

Chuck Washington, Chairman
Board of Supervisors

Title:

Dated: MAR 13 2018

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 

Aaron Getts
Deputy County Counsel

LSA ASSOCIATEES INC.

By: 

Name: Rob McCann, CEO

Dated: 2/6/18

EXHIBIT A

SCOPE OF SERVICE

- 1.0 The CONTRACTOR shall assist with the monitoring and review of its Climate Action Plan (CAP), as well as, to propose amendments to the CAP and General Plan policies, Land Use Ordinance No. 348 (Ord. No. 348), and other County of Riverside (COUNTY) policies and ordinances to ensure the Greenhouse Gas (GHG) Reduction Targets for 2020, 2030 and 2050 are achieved. The CONTRACTOR shall work with the COUNTY staff to complete this Project by December 2019.
- 1.2 The COUNTY approved a CAP along with updates to its General Plan policies to establish the COUNTY's GHG reduction target and reduction measures. The COUNTY CAP and General Plan update was approved on December 8, 2015. The reduction measures were developed to ensure that the 2020 reduction target is achieved. The CAP was designed to be an adaptive document. The implementation of the CAP would require periodic updates by the CONTRACTOR to ensure that the COUNTY continually tracks GHG emissions and making adjustments as necessary to ensure that future targets are met.
- 1.3 The CONTRACTOR will assist with monitoring the implementation of the CAP GHG emission reduction measures. The CONTRACTOR shall also work with COUNTY staff to recommend amendments to the CAP as needed based upon the results of monitoring to ensure achievement of the 2020 GHG emission reduction target. The CAP will also be updated to provide a post-2020 Plan.
- 1.4 The CONTRACTOR shall provide the COUNTY the post-2020 CAP update, which shall include specific targets for GHG reduction for 2030 and 2050. The CONTRACTOR shall provide the reduction targets that shall be consistent with the broader state and federal reduction targets applicable at the time of the update, and with the scientific understanding of the needed reductions by 2050. The post-2020 CAP update will include a set of updated reduction measures to achieve the 2030 and 2050 reduction targets and updated monitoring system to ensure that the updated targets are achieved.
- 1.5 For reference the COUNTY's CAP is posted online at:
<http://planning.rctlma.org/ZoningInformation/GeneralPlan/RiversideCountyClimateActionPlan%E2%80%93December2015.aspx>

TASK - 1: CONTRACTOR SHALL CREATE A SYSTEM FOR MONITORING THE IMPLEMENTATION OF COUNTY CAP

1.1 Analysis Parameters and Methodology

1.1.1 CONTRACTOR shall have knowledge of the CAP Chapter 7 that outlines implementation steps to ensure the COUNTY achieves its GHG reduction goals. The CONTRACTOR'S methodology shall track the COUNTY's implementation of its CAP in order to accomplish the monitoring and inventorying required under Chapter 7 Step 6 of the CAP.

1.1.2 The technical data, analyses and reports developed by the CONTRACTOR under this task will be used to support future updates to the CAP, as well as, the County General Plan policies, Ord. No. 348, and other applicable COUNTY ordinances and policies with respect to implementation of the CAP.

1.1.3 The CONTRACTOR shall work with the COUNTY staff to determine the appropriate methodology for performing the necessary analysis. Determination shall be made with consideration to various constraints, such as project deadlines, availability of various data sets, suitability for COUNTY's uses, etc.

1.2 CONTRACTOR DELIVERABLES:

1.2.1 Based on the assumptions and implementation steps outlined in the CAP, the CONTRACTOR shall develop a methodology that the County will use to track implementation and effectiveness in reaching GHG reduction goals in the CAP. (DUE MAY 2018)

TASK - 2: CONTRACTOR SHALL DELIVER 2020 REDUCTION TARGET STATUS REPORT

2.1 CONTRACTOR shall provide a status report of the COUNTY's implementation of the CAP

2.1.1 The CONTRACTOR shall analyze the COUNTY's effectiveness of the CAP GHG reduction measures and overall GHG policies to determine if the COUNTY is achieving its 2020 overall reduction target, and if necessary, recommend updates to the CAP and/or other COUNTY regulatory documents to ensure the COUNTY's 2020 reduction target is achieved.

2.2 CONTRACTOR shall provide a status of the implementation of each GHG Implementation Measure

2.2.1 CONTRACTOR shall review the effectiveness of the CAP Implementation Measures as identified in the CAP Screening Tables. CONTRACTOR shall indicate if these measures remain applicable or needs to be modified due to updates in Federal, State or local regulations, and discuss if and how each measures are being implemented. The COUNTY may choose to defer significant changes to the Implementation Measures to be incorporated as part of TASK 3.

2.3 CONTRACTOR shall provide a status of implementation of CAP Chapter 7

2.3.1 As mentioned above, CAP Chapter 7 outlines the seven implementation steps that the COUNTY must take to achieve its GHG reduction goals. The CONTRACTOR will work with various COUNTY departments to review implementation of Steps 1 through 5. TASK 1 above will achieve Step 6 and TASK 3 below will achieve Step 7. The CONTRACTOR will review each step and provide recommendations on how the COUNTY can achieve each step. The CONTRACTOR shall review the outlined financing sources and research additional financing sources that may be applicable to help the COUNTY fund implementation of the overall reduction measures (Implementation Measures; additional GHG reduction policies) and achieve the overall GHG reduction goals. The CONTRACTOR shall also review the reduction measures and propose a timeline and phasing schedule of the reduction measures. The CONTRACTOR will work with the COUNTY to identify development projects that were approved after the CAP adoption and determine how each of those projects complies the CAP.

2.4 CONTRACTOR shall provide analysis of the implementation of each reduction measure and CAP Chapter 7

2.4.1 Based on assumptions and methodology developed in TASK 1, and the status reports completed in TASK 2.1 through TASK 2.3, the CONTRACTOR shall analyze each

reduction measure and update the GHG Inventory Calculations accordingly. The analysis shall include remarks as to whether the emissions reduction value assumed for each reduction measure remains appropriate or needs to be modified. As part of the analysis, identify road blocks to implementation and provide alternative reduction measures or implementation steps, if one exists that will achieve GHG reduction target in a more effective manner.

2.5 Recommendations

2.5.1 Based on the data gathered and analysis performed in TASK 2.1 through TASK 2.4, the CONTRACTOR if necessary shall recommend modifications to the reduction measures and implementation steps, and recommend new reduction measures and implementation steps – including new GHG reduction policies or Implementation Measures - to ensure the 2020 reduction target, and future reduction targets are achieved. The summary report may also include recommended updates to the General Plan and other County regulatory documents.

2.6 Environmental Analysis of the recommended modifications discussed in Task 3.1.3

2.6.1 Based on the CONTRACTOR recommendations, Staff will propose appropriate amendments to the CAP and other applicable COUNTY documents to ensure the COUNTY meets its 2020 GHG reduction target. The CONTRACTOR shall prepare the necessary environmental analysis and documentation pursuant to the California Environmental Quality Act (CEQA) utilizing the technical data gathered in TASK 1 through TASK 2 (to be billed under a separate agreement depending upon the level of CEQA analysis determined to be appropriate).

2.7 CONTRACTOR DELIVERABLES:

2.7.1 CONTRACTOR shall provide a status report of the CAP's implementation - including data sets, analysis and recommendations to CAP, General Plan policies and/or ordinances to keep the COUNTY on track to meeting its 2020 GHG reduction target. (DUE AUG. 2018)

2.7.2 If the CONTRACTOR recommends amendments to the COUNTY'S General Plan and/or ordinances to keep on track to achieving its 2020 GHG reduction target, the CONTRACTOR shall provide technical assistances in preparing the recommendations to Planning Commission and Board of Supervisors. This includes technical assistance in preparing the environmental analysis (to be billed separately) (SEPT. 2018 through JAN. 2019). Based upon the timing and progress towards meeting the GHG reduction targets for 2030, the COUNTY may choose to defer significant changes to the Implementation Measures or other GHG reduction policies to be incorporated as part of TASK 3.

2.7.3 The CONTRACTORS shall attend and assistance with public workshops and hearings (NOV. through JAN. 2019)

TASK - 3 POST-2020 CLIMATE ACTION PLAN

3.1 Establish 2030 AND 2050 GHG Emission Reduction Targets

3.1.1 This Task will accomplish CAP implementation Step 7. The reduction goals established for 2020 is only a milestone in GHG reduction planning. Executive Order S-03-05 calls for a reduction of GHG emissions to a level 80 percent below 1990 levels by 2050.

Further, Executive Order B-30-15 created an intermediate emissions target of 40% below 1990 levels by the year 2030. This intermediate target was later codified in 2016 as part of Senate Bill 32 (SB 32), in order to help the State continue towards its 2050 goals. The CONTRACTOR shall update the CAP assumptions and GHG emission analysis based on available data. The updated CAP will include specific targets for GHG reductions for 2030 in order to meet the SB 32 reduction requirements. Further, the CONTRACTOR will work with the COUNTY to create the best pathway forward in order to illustrate how the COUNTY will help meet the 2050 reduction goals. The targets will be consistent with broader state and federal reduction targets and with the scientific understanding of the needed reductions by 2030 and 2050. The CAP shall accomplish, but not be limited to, the following:

- a. Increase energy efficiency and green building efforts
- b. Continue to implement land use and transportation measures to lower vehicle miles traveled (VMT) and shift travel modes
- c. Utilize landfill gas further as an energy source
- d. Continue to improve local water efficiency and conservation
- e. Support and leverage incentive and rebate and other financing programs for residential and commercial energy efficiency and renewable energy installations to shorten payback period and costs; develop programs to increase use of small-scale renewable power as it becomes more economically feasible.

3.1.2 The CONTRACTOR will research and recommend reduction measures that will ensure the COUNTY achieve its reduction targets. The research shall also include a review of the COUNTY's General Plan policies and ordinances to ensure the COUNTY regulations support the continued implementation of the CAP. CONTRACTOR shall review the potential reduction measures outlined in Table 7-2 of the CAP, and determine if these measures are feasible to achieve the 2030 and 2050 reduction targets.

3.2 Propose Reduction Measures and Implementation Steps to achieve the 2030 AND 2050 Reduction Targets

3.2.1 The CONTRACTOR shall work with the COUNTY on proposing additional reduction measures and implementation steps to help achieve the 2030 and 2050 reduction targets. This may include additional amendments to the COUNTY's General Plan policies and ordinances to support the implementation of the updated CAP.

3.3 Environmental Analysis

3.3.1 Based on the CONTRACTOR's recommendations, Staff will propose appropriate amendments to the CAP and other applicable documents to ensure the COUNTY meets the 2030 and 2050 GHG reduction targets and in order to fulfill the legal requirements of an effective CAP. The CONTRACTOR shall prepare all necessary environmental analysis and documentation pursuant to CEQA (to be billed separately) utilizing the technical data gathered in TASK 3.1 through TASK 3.2.

3.4 DELIVERABLES:

3.4.1 CONTRACTOR shall Post-2020 CAP with supporting appendixes, data, and other reports as necessary. (DUE MAR. 2019)

3.4.2 CONTRACTOR shall recommend General Plan policies and/or ordinances to support the updated CAP. (DUE APR. 2019)

3.4.3 CONTRACTOR shall prepare the necessary environmental analysis and documentation pursuant to CEQA (to be billed separately) analyzing the proposed Post-2020 CAP and the associated General Plan Amendment and if applicable, propose ordinances and ordinance updates as may be required. (APR. 2019 through SEPT. 2019)

3.4.4 CONTRACTOR shall attend and assist with public workshops and hearings. (OCT. through DEC. 2019)

TASK - 4 MEETINGS AND COORDINATION WITH COUNTY

4.1 The CONTRACTOR shall be available to meet with one or more COUNTY staff when given advanced notice.

TASK - 5 MEETINGS WITH THE COUNTY Staff

5.1 CONTRACTOR shall provide for at least 10 on-site meetings with COUNTY Staff in the preparation of TASK 1 through TASK 3.

TASK - 6 PREPARATION FOR AND ATTENDANCE AT PUBLIC MEETINGS OR HEARINGS

6.1 The CONTRACTOR may be asked to assist with the preparation of the staff reports and PowerPoint presentations. The CONTRACTOR shall attend public meetings or hearings if deemed necessary by COUNTY Staff. It shall be at the COUNTY's discretion from the list of professionals in the cost proposal as to who will need to attend either a public meeting or hearing.

