CITY OF ALBANY
CITY COUNCIL AGENDA
STAFF REPORT

Agenda Date: July 2, 2018
Reviewed by: NA

SUBJECT: Resolution No. 2018-93 Authorizing the City Manager to Execute a Contract with Cascadia Consulting Group for the Climate Mitigation & Adaptation Plan

REPORT BY: Claire Griffing, Sustainability & Resilience Manager

SUMMARY

This agenda item provides the Council an opportunity to authorize the City Manager to enter into a contract with Cascadia Consulting Group to help prepare a Climate Mitigation & Adaptation Plan that meets the City’s long-term greenhouse gas reduction targets.

STAFF RECOMMENDATION

That the Council adopt Resolution No. 2018-93 authorizing the City Manager to execute Contract #C19-2 with Cascadia Consulting Group for the Climate Mitigation & Adaptation Plan.

BACKGROUND

The City’s Climate Action Plan (CAP) was prepared in 2008-2009 by City staff and consultants, with input from the public, and was adopted by Council in April 2010. The CAP outlines a course of action for the City and the Albany community to reduce greenhouse gas (GHG) emissions by 25% by 2020 in an effort to combat global climate change.

The City’s current CAP is relatively complete, with a large percentage of measures accomplished or in progress. Of the 86 measures, 76 are completed, in progress, or ongoing. Successful CAP programs have included commercial and residential energy efficiency partnerships, municipal building upgrades and LED streetlights, implementation of the City’s Active Transportation Plan and Safe Routes to School Program, and execution of a number of land use and waste reduction policies. Staff will continue working toward 2020 greenhouse gas reduction goals by implementing measures that are in progress or ongoing.

The remaining 11 CAP measures have been determined to no longer be applicable for a variety of reasons, including duplication with state or regional measures, responsibility of a different agency, or cost-effectiveness. The current CAP does not reflect new priorities, trends, and emerging technologies.
The Sustainability Committee proposed even more ambitious goals of 60% GHG reductions by 2035 and net zero emissions by 2050, which are included in the City’s General Plan. The City Council’s 2017 Strategic Plan update includes a measure to develop a new Climate Mitigation & Adaption Plan for these 2035 and 2050 Goals. On March 5, 2018, the Council authorized staff to issue a Request for Proposals (RFP) for consulting services for the preparation of a new Climate Mitigation & Adaptation Plan.

**DISCUSSION**

The RFP (Attachment 3) was issued on March 16th of this year. The City received nine proposals and four firms were selected for interviews on June 4th and 5th. The interview panel consisted of planning staff and Sustainability Committee members.

Cascadia Consulting Group, with subconsultants Rincon and BAE Urban Economics, were chosen because of their thoughtful approach, demonstrated knowledge of our local context, focus on implementation, and their genuine enthusiasm for the project. Cascadia’s approach will ultimately result in both a one of a kind plan as well as a dynamic implementation plan that fits the unique needs of our small staff and community. Their partnerships with Rincon for technical analysis and BAE Urban Economics for economic analysis demonstrate their commitment to helping us determine measures that are effective, feasible, and implementable.

**SUSTAINABILITY IMPACT**

A warming climate will bring changes that will greatly affect our natural environment. A new Climate Mitigation & Adaptation Plan will help mitigate the harmful effects of climate-induced sea level rise, extreme weather events, and other natural hazards. Greenhouse gas emissions reductions within Albany also increase air quality and habitat conditions. This planning process will consider the sustainability impacts of each suggested measure, including impacts on social equity and the local economy.

**FINANCIAL IMPACT**

A budget of $70,000 has been identified for the preparation of the Climate Mitigation & Adaptation Plan; $35,000 from Community Development Consulting Services and $35,000 from StopWaste Measure D funds. Measure D grant funds (Alameda County Waste Reduction and Recycling Initiative approved by voters in 1990) are funded by taxes on landfill tonnage. The City receives $50,000-$65,000 annually, and the City’s Sustainability Division uses the funding for waste reduction and recycling programs. Stopwaste has confirmed that up to 50% of climate action planning work can be funded by Measure D, as long as waste reduction measures are included in the plan.

**Attachments**

1. Resolution 2018-93 Authorizing the City Manager to Execute a Contract with Cascadia Consulting Group for the Climate Mitigation & Adaptation Plan
2. Cascadia Consulting Group Contract # C19-2
3. Climate Mitigation & Adaptation Plan RFP
RESOLUTION NO. 2018-93

A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CASCADIA CONSULTING GROUP FOR THE CLIMATE MITIGATION & ADAPTATION PLAN

WHEREAS, Albany's Climate Action Plan, adopted in 2010, establishes a goal of reducing greenhouse gas emissions by 25% by the year 2020, and the General Plan includes additional reduction goals of 60% by 2035 and net zero emissions by 2050; and

WHEREAS, the City's Climate Action Plan is relatively complete, with a large percentage of measures accomplished or in progress, and the City needs a new plan for its long term reduction goals that reflects new priorities, trends, and emerging technologies and the reality of a changing climate; and

WHEREAS, on March 5, 2018, the City Council authorized staff to issue a Request for Proposals (RFP) for consulting services for the preparation of a new Climate Mitigation & Adaptation Plan; and

WHEREAS, the City issued a Request for Proposals for the Climate Mitigation & Adaptation Plan on March 16, 2018; and

WHEREAS, the City received nine (9) proposals from consultants and four (4) consultants were selected for interviews on June 4th and 5th; and

WHEREAS, the interview panel selected the team of Cascadia Consulting Group with Rincon and BAE Urban Economics as subconsultants to prepare the Climate Mitigation & Adaptation Plan.
NOW, THEREFORE, BE IT RESOLVED, that the Albany City Council, authorizes the City Manager to execute a contract between the City of Albany and Cascadia Consulting Group for the Climate Mitigation & Adaptation Plan.

PEGGY MCQUAID, MAYOR
CONTRACT #  C19-2
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF ALBANY
AND CASCADIA CONSULTING GROUP

FOR PROJECT: CLIMATE MITIGATION & ADAPTATION PLAN

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this ___ day of ______________ 2018 by and among the City of Albany a California charter city ("CITY") and Cascadia Consulting Group, Inc. ("CONSULTANT").

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one year from the date of execution of this AGREEMENT, as first shown above. Such term may be reduced or extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual
expenses, shall not exceed $70,000 unless additional compensation is approved in writing by the City Council or City Manager.

Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT’s invoice.

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT’s work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT’s work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT’s work shall be deemed to have been accepted. CITY’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT’s work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.
SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner
represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

CONSULTANT shall obtain and maintain in full force and effect during the term of this AGREEMENT a Business License from the CITY’s Finance Department. Provide City of Albany Business License number and Expiration Date on Page 11 of this contract.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.
SECTION 12. UNAUTHORIZED ALIENS.

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

SECTION 13. CONFLICTS OF INTEREST.

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

(b) CITY understands and acknowledges that CONSULTANT is, or may be, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Administrator, except as may be required by law.

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

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 16 shall ensure CONSULTANT's obligations under this section, but the
limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Administrator. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.
SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT’s possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to
CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecoper or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Claire Griffing
Sustainability & Resilience Manager
City of Albany
1000 San Pablo Avenue
Albany, CA 94706

To CONSULTANT: Amity Lumper
Co-President
Cascadia Consulting Group
1109 1st Ave., Suite 400
Seattle, WA 98101

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
SECTION 27. WAIVER

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Alameda County. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29. CLAIMS.

All claims arising out of or related to this agreement must be presented not later than six (6) months after the accrual of the cause of action. Such claims shall be governed by the provisions of the Albany Municipal Code and such claims shall further be governed by the provisions of section 930.4 of the Government Code for the purposes of filing leave to present a later claim. It is further provided that subdivision (b) of section 911.4 sections 911.6 to 912.2, inclusive and section 946.6 are applicable to all such claims, and the time specified in this agreement shall be deemed the “time specified” in section 911.2 within the meaning of sections 911.6 and 946.6.

SECTION 30. W-9 FORM

Complete the attached EXHIBIT “D W-9 FORM” that will be removed from this contract and forwarded to our Finance Department for use during invoice processing.

SECTION 31. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "D", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

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SECTION 32. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF ALBANY:

By __________________________
Nicole Almaguer, City Manager

Date _________________________

CONSULTANT:

By __________________________
Amity Lumper
Ruth Bell
Name: Amity Lumper
Title: Co-President

By __________________________
Nora Nickum
Title: Director

City of Albany Business ID #: 4937

APPROVED AS TO FORM:

Craig Labadie, City Attorney

Date _________________________

Expiration Date:

BL 4464

- 11 -

Current 2018
SCOPE OF WORK

The scope of work for Albany’s Climate Mitigation & Adaptation Plan will be a firm fixed price of $70,000. Task-level budgets and anticipated deliverables are shown in the tables below. Deliverables may be revised by mutual agreement of the City and consultant team.

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<td>2</td>
<td>- Initial strategies for mitigation and adaptation</td>
<td>-</td>
<td>Stand-alone publicly-oriented list of actions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Revised shortlist of strategies</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>- Funding/financial analysis</td>
<td>-</td>
<td>Prioritized implementation plan</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>- Meeting materials and attendance at up to four City Council/City Committee meetings</td>
<td>-</td>
<td>Staff interview guide</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Recommendations for public engagement</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>- Draft climate action plan</td>
<td>-</td>
<td>Final climate action plan</td>
<td></td>
</tr>
</tbody>
</table>
Fully burdened rates are included in the table below.

<table>
<thead>
<tr>
<th>Staff Person</th>
<th>Role</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kendra White</td>
<td>Project Manager &amp; Strategy Development Lead</td>
<td>$135</td>
</tr>
<tr>
<td>Julia Chang-Frank</td>
<td>Deputy Project Manager &amp; Public Engagement Lead</td>
<td>$185</td>
</tr>
<tr>
<td>Olivia Ashmoore</td>
<td>Analyst</td>
<td>$100</td>
</tr>
<tr>
<td>Marie Novak</td>
<td>Graphic Lead</td>
<td>$110</td>
</tr>
<tr>
<td>Ryan Gardner</td>
<td>Mitigation Advisor</td>
<td>$150</td>
</tr>
<tr>
<td>Erick Feldman</td>
<td>Implementation Advisor</td>
<td>$215</td>
</tr>
<tr>
<td>Matt Anderson</td>
<td>Implementation Support</td>
<td>$135</td>
</tr>
<tr>
<td>Jenny Bankie</td>
<td>Strategy Development Support</td>
<td>$120</td>
</tr>
<tr>
<td>Stephanie Hagar</td>
<td>Adaptation Advisor</td>
<td>$210</td>
</tr>
<tr>
<td>Matt Kowta</td>
<td>Lead Implementation &amp; Funding Strategy</td>
<td>$300</td>
</tr>
<tr>
<td>Denim Ohmit</td>
<td>Funding Analyst</td>
<td>$95</td>
</tr>
</tbody>
</table>
## Certificate of Liability Insurance

**Producer:** Sprague Israel Giles  
1501 Fourth Avenue, Suite 730  
Seattle, WA 98101-3225  
Robert Karl  

**Insured:** Cascadia Consulting Group, Inc  
1109 1st Ave., Ste. 400  
Seattle, WA 98101  

### Coverages

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Certificate Number</th>
<th>Policy Numbers</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
<th>Limits</th>
</tr>
</thead>
</table>
| **A** General Liability | | BKO57696405 | 03/19/2018 | 03/19/2019 | Each Occurrence: $1,000,000  
Premises (As an occurrence): $1,000,000  
Med Exp (Any one person): $15,000  
Personal & Adv Injry: $1,000,000  
General Aggregate: $2,000,000  
Products - Compl/Op Agg: $2,000,000  
Stop Gap: included |
| **B** Automobile Liability | | BAW57696405 | 03/19/2018 | 03/19/2019 | Combined Single Limit (As an accident): $1,000,000  
Bodily Injury (Per person): $ |  |
| **C** Workers' Compensation and Employers' Liability | | | | | E.L. Each Accident: $1,000,000  
E.L. Disease - E.A. Employee: $1,000,000  
E.L. Disease - Policy Limit: $1,000,000 |

**Insurer A:** Ohio Casualty Ins Company  
24074  
**Insurer B:** West American Insurance Co  
44393  
**Insurer C:** Traders Property Casualty Co  
36161  

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Request for Proposals (RFP)
City of Albany, CA

Planning Consulting Services for the
Albany Climate Mitigation and Adaptation Plan

Issue Date: March 16, 2018

Deadline for Submissions: May 4, 2018
The City of Albany is requesting proposals from qualified firms or individuals to provide professional services to assist the City in developing a Climate Mitigation and Adaptation Plan. This document outlines the scope of work for consulting services. Electronic proposals will be accepted until May 4, 2018 at 5:00 PM. Proposals shall be submitted to:

Chelsea Polevy  
1000 San Pablo Avenue  
Albany, CA 94706  
cpolevy@albanyca.org  
Attention: RFP Albany Climate Mitigation and Adaptation Plan

INTRODUCTION

The City of Albany is a residential community located in northern Alameda County, approximately fourteen (14) miles northeast of San Francisco. The City encompasses 1.7 square miles and is bordered by the cities of El Cerrito and Richmond to the north, the City of Berkeley to the east and south side, and by unincorporated Kensington in Contra Costa County to the north and east. The City is bound by San Francisco Bay to the west and has public beach access along the Bay frontage. Both I-80 & I-580 are located within the City limits, on the west side of the City.

The City of Albany was incorporated in 1908, and at the time of the 2010 census had a population of 18,539 residents. Albany is a Charter City governed by five Council members, elected at large. The City Manager implements policies set by the City Council. Branded an “Urban Village by the Bay” by its residents, it prizes its small town ambience in an urban setting. Albany is a walkable, community-oriented city with highly ranked public schools and an educated populace. Albany’s small town character is exemplified by its "Main Street," Solano Avenue, a pedestrian friendly business district composed primarily of small "mom and pop" shops. It has the fifth highest residential density due to its small lot sizes and a concentration of high-rise multifamily buildings along the Bay. A 2008 UCLA study ranked Albany as the “greenest” city in California for its voting trends and concentration of Priuses and green buildings.

Albany joined the Alameda County Climate Protection Project and ICLEI in 2006. In 2007, the City Council formed a Sustainability Committee of Council appointees to guide it toward achieving greenhouse gas reduction targets and other sustainability goals. In 2008, the City received funding jointly with City of Piedmont from the Bay Area Air Quality Management District (BAAQMD) to fund the preparation of a Climate Action Plan (CAP). EDAW (now AECOM) was selected through an RFP process. The Sustainability Committee met multiple times with the consultants to guide the development process, hosted community engagement events, and conducted surveys at community centers. The CAP was adopted by the City Council in April 2010. The CAP outlines a course of action for the City and the Albany community to reduce greenhouse gas (GHG) emissions by 25% by 2020 in an effort to combat global climate change. Strategies
focus on six specific sectors: building energy, transportation and land use, waste reduction, green infrastructure, water conservation, and food and agriculture. Staff and the Sustainability Committee have worked to implement the plan since its adoption.

The City’s CAP is now relatively complete, with a large percentage of measures accomplished or in progress. Successful CAP programs have included commercial and residential energy efficiency partnerships, municipal building upgrades and LED streetlights, implementation of the City’s Active Transportation Plan and Safe Routes to School Program, and execution of a number of land use and waste reduction policies. Staff continues to work toward 2020 greenhouse gas reduction goals by implementing measures that are in progress or ongoing, focusing specifically on energy efficiency upgrades, renewable energy, and clean and active transportation projects.

The Sustainability Committee proposed ambitious long-term goals of 60% GHG reductions by 2035 and net zero emissions by 2050, which are included in the City’s General Plan. The current CAP does not reflect new priorities, trends, and emerging technologies, and a new plan is needed to address long term reduction targets. The City Council’s Strategic Plan includes a measure to develop a new Climate Mitigation and Adaption Plan for 2035 and 2050 Goals.

**PROJECT GOALS AND OBJECTIVES**

A Climate Mitigation and Adaption Plan that aims to meet the City’s new aggressive reduction targets will require a new approach, focusing on innovative and bold policies that address deep decarbonization principles. Staff is therefore looking to hire experts to develop a forward-thinking and locally relevant plan. The plan should include a realistic number of actionable, achievable, and impactful steps that the City can take to achieve carbon neutrality by 2050.

**SCOPE OF SERVICES**

The City is seeking proposals that generally reflect the following scope. Consultants are strongly encouraged to suggest refinements and innovative methodologies that ultimately achieve the work products described below.

The consultant will develop the Climate Mitigation and Adaptation Plan in cooperation with staff, City Council, the Sustainability Committee, other Committees and Commissions, and members of the public. The City is seeking a consultant to prepare a plan that is straightforward and implementable by staff.

The project should begin with a review of existing documentation, including the following:

- Climate Action Plan and implementation updates
- City of Albany General Plan
- Active Transportation Plan
An analysis of state and regional programs should be performed to avoid redundancy and determine the appropriate role for Albany in the next phase of climate action. In addition, an analysis of best practices for long-term climate action planning should be performed.

The planning process should include a community outreach component, including engagement of City Council and five (5) City Committees and Commissions.

The draft plan should take a long-term approach to climate action while focusing on achievable measures. The plan should provide a clear definition of carbon neutrality. Climate mitigation, adaptation, resilience, and circular economy strategies should be fully developed and incorporated into the plan. Each strategy should include information about agencies and departments responsible for implementation as well as actionable steps, potential partnerships, estimated staffing requirements, and recommended funding sources. Metrics should be clearly defined, measures should be prioritized, and implementation timelines should be determined. Progress updates should be submitted in writing monthly to the Sustainability Committee during this process.

The draft plan will be reviewed internally with responsible agencies, departments, and staff. The project schedule should include adequate time for public comment on the draft plan. Review should include an analysis of the implications of each strategy on the environment, social equity, and the local economy.

The City welcomes proposals that include a high degree of both formal and informal interaction with City staff and the community. In turn, City staff will be working closely with consultants and are prepared to complete some tasks in-kind. The proposal should indicate which tasks would be appropriate and/or desirable for City staff to complete.

**Additional Services**

Potential additional consulting services may include the development of policy templates and/or an analysis of case studies or technical assistance with implementation. The City maintains an
internal GHG inventory, but may seek guidance from the Consultant regarding the measurement of emissions.

CEQA DOCUMENTATION

The City has not predetermined the outcome of the environmental analysis and will exercise its independent judgment when making any final determination as to the appropriate level of environmental review. For purposes of submitting a proposal, respondents should assume that the project will qualify for a categorical exemption provided under CEQA Guidelines. City staff will assume responsibility for CEQA documentation.

PROPOSAL REQUIREMENTS

The following materials should be submitted with the proposal.

• **Cover Letter**
  The cover letter should briefly state the consultant’s understanding of the work to be performed, the commitment to perform the work in the required timelines, and why the consultant believes it is best qualified to perform the duties and tasks outlined and described in the Scope of Services contained in this request.

• **Qualifications**
  The proposal should include the following information and materials:
  
  o **Qualifications and Related Experience of Personnel Who Will Perform Work.** Résumés of all personnel who are proposed to provide professional services to the City of Albany within the Scope of Services outlined and described in this request should be included.
  
  o **Prior Relevant Experience.** A description of prior work experience and projects relevant to the Scope of Services outlined and described in this request should be included.
  
  o **References of Local Government Clients.** Please include a list of at least three local government clients located in California for which the consultant has rendered professional services relevant to the Scope of Services outlined and described in this request.

• **Approach, Scope, and Timelines**
  Provide a proposed approach and projected timeline to conduct and complete the steps in the Scope of Services. Briefly describe the methodology and organizational approach the Respondent would use to assist the City, including critical elements and special methodologies that would be used to ensure that City objectives are satisfied. Respondents should include a vision statement for a carbon neutral Albany somewhere within the proposal.
• **Cost**
  The project should not exceed $70,000 and include contingency funding. Respondents should provide:
  
  o Cost Estimate with justification
  o Justification of hours and costs may be required prior to final selection, and will be required prior to execution of a contract
  o Hourly rates for all personnel on the project
  o Options for reducing or adding services, including services that could be performed by City staff

**SELECTION CRITERIA AND PROCESS**

The successful applicant must have experience with the preparation of similar plans. Other criteria include:

- Completeness of response to the RFP
- Experience with similar projects and reference feedback
- Creativity
- Cost
- Oral communication skills
- Writing and formatting skills
- Evidence of the Respondent’s ability to provide deliverables in a cost effective and timely manner
- Other extraordinary elements or creative approaches to completing the project. This particular selection criterion is intended to allow the City to expressly consider creative aspects of proposals that do not necessarily fall into other selection criteria.

As a part of its evaluation, the City may request additional information or data from Respondents, and may request Respondents to make in-person presentations of their qualifications to a panel of City representatives.

**General Conditions**

1. Any material clarifications or modifications to the RFP or the selection process will be made in writing and provided to all recipients of the RFP.

2. The City reserves the right to:
   - Waive minor irregularities.
   - Modify or cancel the selection process or schedule at any time.
   - Negotiate scope and cost with the consultant.
Negotiate with the second choice Respondent if it is unable to negotiate an acceptable contract with the first choice Respondent within a reasonable period of time.

- Reject any and all proposals, and to seek new qualifications when it is in the best interest of the City to do so.
- Seek any clarification or additional information from Respondents as is deemed necessary to the evaluation of a response.
- Judge the veracity, substance, and relevance of the Respondents' written or oral representations, including seeking and evaluating independent information on any of the Respondents' worked cited as relevant experience.
- Contract with separate entities for various components of the services.

3. The project team shall be approved by the City of Albany. The City must approve any changes in the project team.

4. All expenses related to any Respondent's response to the RFP or other expenses incurred during the period of time the selection process is underway, are the sole obligation and responsibility of that Respondent. The City will not, directly or indirectly, assume responsibility for such costs except as otherwise provided by written agreement.

5. The professional will be required to sign the City of Albany’s standard Agreement for Consultant Services (ACS) and meet the City’s Insurance Requirements (IR), a copy of the agreement and insurance requirements are available upon request. The contract for the performance of these services will provide that: (i) the consultant will perform its services at the direction of the City in a manner consistent with State law and City policies; and (ii) the consultant will be subject to the State law and the City’s conflict of interest policies.

6. All proposals submitted will be subject to public records laws.

SUBMISSIONS

The City welcomes a response to the RFP in any format that best expresses the qualifications of the Respondent. In general, lengthy responses are discouraged. Please submit your firm’s qualifications, identify key staff to be assigned to this project, provide resumes for each key staff member, provide at least three (3) professional references for work that was performed similar to that requested in this RFP, and provide a detailed description of your approach to the project and a time schedule. Responses are not to exceed the total fee amount.

The City reserves the right to make all submissions available to the public pursuant to legal requirements. The City anticipates that a consultant will be selected by early June, and that a contract for services will be negotiated and executed within a month thereafter. The consultant will be expected to commence services immediately upon contract execution.
Registration of Intent to Submit Proposal

Interested parties are requested to contact Claire Griffing at cgriffing@albanyca.org to register their intent to respond to the RFP by Friday, April 6, 2018 at 5:00 PM. Registration ensures that any modification to the RFP process can be transmitted as quickly as possible to all interested parties. A written confirmation of registration will be sent by email within two business days. If you do not receive a written confirmation, or have any questions regarding the RFP, please contact Claire Griffing at cgriffing@albanyca.org or (510) 528-5754. Questions should be submitted before Thursday, April 19, 2018 at 5:00 PM. Any questions after this date should be directed to Chelsea Polevy at (510) 559-4588 or cpolevy@albanyca.org. It is the responsibility of the Respondents, before submitting a response to the RFP, to ascertain if the City has issued any notices, clarifications, addenda, or other communications to responders. Oral explanations or instructions from City staff shall not be considered binding on the City.

To Submit a Proposal

Electronic proposals will be accepted until Friday, May 4, 2018 at 5:00 PM. Proposals shall be submitted to:

Chelsea Polevy
1000 San Pablo Avenue
Albany, CA 94706
cpolevy@albanyca.org

Attention: RFP Albany Climate Mitigation and Adaptation Plan