COUNTY OF MARIN

REQUEST FOR PROPOSALS (RFP) FOR
MARIN CLIMATE ACTION NETWORK (MARINCAN) PROGRAM MANAGEMENT

Issue Date: August 25, 2022
Responses Due: September 30, 2022

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I. COUNTY STRUCTURE AND MARINCAN BACKGROUND

The County of Marin is one of nine northern California Bay Area counties. The Richmond-San Rafael Bridge links Marin County to the East Bay and the Golden Gate Bridge links Marin County to San Francisco. Marin County has a total population of 262,321. There are 11 incorporated cities, with approximately 73% of County residents living within the incorporated areas and the remaining 27% residing in the unincorporated areas.

On October 3, 2017, the Marin County Board of Supervisors adopted Resolution 2017-04 “Supporting Actions to Dramatically Reduce Carbon Emissions and Achieve a Climate Resilient Future.” The Resolution launched the Drawdown: Marin, now called MarinCAN (Marin Climate ActioN) initiative and committed the County to dramatically reducing countywide greenhouse gas (GHG) emissions. MarinCAN, an idea developed by the Marin Climate Action Network (MCAN) (a community-based volunteer group), seeks to engage and empower communities to discuss priorities and to design and implement local climate change solutions. It is a coordinated and collaborative effort involving Marin County cities and towns, organizations, businesses, and individuals who between 2018 and 2020, informed the development of the Strategic Plan (Plan). This Plan outlines next steps necessary for the County and Drawdown: Marin to meet its goals, including forming a new nonprofit organization. This option was chosen by the Drawdown: Marin Executive Steering Committee (selected by MCAN and County staff) after consideration and evaluation of multiple governance structures. A nonprofit will allow MarinCAN to empower the public to participate at multiple levels and as board members, make decisions with local agencies and governments about local climate change efforts, and will allow MarinCAN to seek funding from diverse sources not normally available to County government.

This new nonprofit will partner with the County to build and serve as a hub that spurs environmental innovation while leveraging, amplifying, and supporting existing organizations and bold climate solutions countywide. MarinCAN and its nineteen-person board of directors will advance this purpose by collaborating with and increasing capacity of public and private entities to dramatically reduce GHG emissions below zero while creating a thriving, equitable, and resilient future for County residents. Specifically, the nonprofit will implement the Plan (and future, similar plans), which includes increasing and deepening community engagement and equity work, development (securing funding, etc.), and implementing the Drawdown: Marin solutions (projects, programs, and policies) that dramatically reduce GHG emissions, sequester carbon, and create a more resilient and equitable future.

II. INTRODUCTION

The County is currently working with a team of consultants to support the launch of the new MarinCAN non-profit and its new Board of Directors. However, additional assistance is needed to support the day-to-day needs of the non-profit as it transitions from a County initiative to a self-sustaining non-profit. The person who performs this work will need
expertise in navigating both the legal and financial requirements associated with creating a non-profit entity and implementing its governing structure. These duties include completing the filing of tax-exempt status with the State of California, monitoring the status of the previously filed IRS application for tax-exempt status, liaising with the various stakeholders, managing Board and subcommittee meetings, and developing funding requests as needed.

**Project Value**
The total contract amount for this work will be based on a mutually agreed upon budget, which may be less than but is not-to-exceed $135,000. The cost estimates contained in the proposed budget should only include the extent of work the Consultant considers realistic and necessary to address the expected needs and outcomes identified in this RFP.

**Project Schedule**
All services related to this Project shall commence after final contract execution (estimated to be by December 13, 2022) with an understanding that the County expects the Project to be completed by **December 31, 2023** with final invoicing no later than January 31, 2024.

### III. SELECTION PROCESS

Proposals received that conform to the RFP instructions will be evaluated. No proposal submitted after the proposal submittal deadline will be considered. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one or more firms. Vendors who contract with the County are required to execute agreements and are required to comply with a variety of compliance requirements. Please review Attachment One, the standard County of Marin professional services contract template.

The following criteria will be used to evaluate submittals and to determine if interviews will be necessary prior to selecting a Contractor:

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<tr>
<th>Evaluation Criteria</th>
<th>Percent of Total Score</th>
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<tr>
<td>Experience and ability with similar projects</td>
<td>50 %</td>
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<td>Ability to accomplish all items listed in the scope of services</td>
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<td>Professional and technical expertise of proposed personnel</td>
<td>25 %</td>
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### IV. Qualifications

The Contractor is responsible for working under the direction of the Contract Manager and to effectively communicate with County staff, non-profit Board Members, and non-profit consultants. The successful firm(s) responding to this RFP shall demonstrate that it has the appropriate professional and technical background, as well as access to adequate staffing resources to fulfill the stated scope of services and to do so effectively within the timeline.
V. Scope of Services

Final task descriptions and outcomes are subject to further input and negotiation with the selected proposer.

TASK 1 – ADMINISTRATIVE RESPONSIBILITIES
- Participate in weekly check-ins with County Sustainability staff.
- Participate in and present updates in County of Marin Climate Action Plan (CAP) Subcommittee meetings, as needed.
- Bi-weekly check-ins with County Sustainability Media Technician.
- Develop annual status reports for the Marin County Board of Supervisors (BOS).

TASK 2 – NONPROFIT MANAGEMENT AND SUPPORT
- Complete process for filing for tax exempt status (State of California)
- Board Meeting Support. Develop board meeting agendas and related material, manage board correspondence, and support board actions in coordination with board leadership.
- Review and approve Board meeting minutes as prepared by County Sustainability Media Technician.
- At the direction of the Board of Directors (or Governance Committee), assist with new Board of Directors’ selection process, including research and coordinating applicant interviews, as needed.
- Staff and facilitate board subcommittee meetings on an as needed basis
- Act as a liaison between the Board and County of Marin.
- Work with the Board of Directors and consultants to develop a funding request for use of County funds to implement the Strategic Plan.
- Assist the consultants and the non-profit Board Development Task Force and Finance Committee on fundraising efforts.
- Manage non-profit budget and coordinate with part-time bookkeeper once hired.
- Manage correspondence on behalf of the non-profit, in consultation with County staff.

TASK 3 – NONPROFIT FUNDRAISING
- Serve as the main contact for fundraising inquiries.
- Meet with potential funders and coordinate with the Board Development Task Force and non-profit development consultants.
- Work with the Board and County Staff to develop a funding request for the Board of Supervisors Climate Action Plan (CAP) subcommittee.
- Monitor available grants and bring potential funding opportunities to County Staff and the Board for review.
- Support County Staff if/when it pursues funding for CAP strategies that are also MarinCAN solutions.
TASK 4 – PROJECT/SOLUTIONS IMPLEMENTATION

• Coordinate with solutions lead-implementers as-needed.
• Support grant applications or other fundraising efforts of lead implementers and partners.
• Fulfill duties for already-awarded grants, e.g., facilitate Carbon Finance Committee for Marin RCD Coastal Conservancy grant, assistance on various tasks for Canal Community Resilience project (funding to be approved September 2022, and provide ad-hoc support including partnership building, document review, etc. for the Marin Biomass Project).

TASK 5 – COMMUNITY OUTREACH

• Respond to community member and organization requests on an ad-hoc basis.
• Attend meetings and present about MarinCAN, as needed.
• Work with the County’s Media Technician to design and distribute monthly MarinCAN newsletters and maintain social media accounts.
• Ensure MarinCAN and partner content is incorporated in the County’s Sustainability Team newsletter.

VI. Proposal Format

Responders are to submit the requested information in the format specified below.

1. Letter of Introduction: Include background information on the company, company office location, company office phone number and company website address. Describe the experience, qualifications and any other vital information of all key personnel who may be assigned to perform services described in this RFP including names of sub consultants, (if using).

2. Experience/Firm Qualifications: Provide three previous project profiles that highlight your firm’s experience with development of single use plastics ordinances, outreach and education campaigns and commercial sector recycling and composting programs.

3. Scope: Describe your approach and ability to complete all of the items listed on the scope to each task as described in Section V above.

4. Project Budget: Based on your estimate of need, please provide a budget organized by task and hours. Please provide a rate schedule to indicate the hourly rate of each member of the project team and the standard cost of expenses related to project tasks.

5. References: Provide two references.
6. **Resumes:** Provide resumes for each member of your team. Resumes should be no longer than two pages per individual.

**VII. SUBMITTAL INSTRUCTIONS**

Respondents to this RFP should email one (1) electronic copy to darmanino@marincounty.org. Respondents may also submit proposal by mail or deliver double-sided copies on recycled paper to the address listed below and Hand carried proposals may be delivered to the address below ONLY between the hours 8:00 a.m. and 4:00 p.m., Monday through Thursday, excluding holidays observed by the agency.

Proposals must be received by 4:00 p.m. on September 30, 2022 and need to be directed to:

Dana Armanino  
County of Marin – Community Development Agency  
3501 Civic Center Drive, Room 308  
San Rafael, CA 94903

**VIII. DISCLAIMERS**

**Submitting a Response to the RFP**

Submission of a proposal does not guarantee any future business with the County. The issuance of this RFP does not constitute agreement by the County that any contract will actually be entered into. The County reserves the rights to reject any and all information submitted and re-issue a new RFP, Request for Bid, or Request for Qualifications or abandon the proposed Project. The County of Marin Professional Services Contract is attached to this RFP as Attachment One. By submitting a proposal without exceptions, the Proposer accepts all terms and conditions contained in that agreement.

**Proposer’s Financial Responsibility**

The County accepts no financial responsibility for any costs incurred by a firm in responding to this RFP.

**Property of County**

Responses to this RFP become the property of the County and are subject to the California Public Records Act. This does not include the disclosure of a firm’s net worth or information labeled by the firm as proprietary or confidential. In the event that the County is required to defend an action arising out of a Public Records request for any contents of a submittal marked “proprietary” or “confidential” respondent agrees to defend and indemnify the County from all costs and expenses resulting from such action.
IX. ATTACHMENTS

1. Standard County of Marin professional services contract.
THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the COUNTY OF MARIN, hereinafter referred to as “County” and , hereinafter referred to as “Contractor.”

WHEREAS, County desires to retain a person or firm to provide the following service: ; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. **SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. **FURNISHED SERVICES:**

The County agrees to:

   A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
   B. Make available all pertinent data and records for review.
   C. Provide general bid and Contract forms and special provisions format when needed.

3. **FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. **MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of $ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. **TIME OF CONTRACT:**

This Contract shall commence on , and shall terminate on . Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. **INSURANCE:**

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of $1,000,000 ($2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.
Commercial Automobile Liability:
Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of $1,000,000.00.

Workers’ Compensation:
The Contractor acknowledges the State of California requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.
Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a “per occurrence” basis unless County specifically consents to a “claims made” basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor’s duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, Exhibit C, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:
Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:
The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor’s responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:
The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:
The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
11. **BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor’s premises or, at County’s option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. **WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:**

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. **TERMINATION:**

   A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.

   B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

   C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.

   D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. **APPROPRIATIONS:**

The County’s performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days’ written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County’s performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.
15. **RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers’ compensation.

16. **AMENDMENT:**

This Contract may be amended or modified only by written Contract of all parties.

17. **ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. **JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney’s fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor’s negligence, recklessness or willful misconduct in the performance of this Contract.

20. **COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following **NOTICES** may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.

2. Contractor agrees to meet all applicable program access, digital access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.

3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at [www.sam.gov](http://www.sam.gov).

**Exhibit D - Debarment Certification**

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.

- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.

- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
• Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;

• Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;

• Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);

• Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.

• The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

• Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County’s behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: ________________________________
Dept./Location: ________________________________
Telephone No.: ________________________________

Notices shall be given to Contractor at the following address:

Contractor: ________________________________
Address: ________________________________
Telephone No.: ________________________________

22. ACKNOWLEDGEMENT OF EXHIBITS

☐ Check applicable Exhibits

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<th>EXHIBIT A.</th>
<th>Scope of Services</th>
<th>CONTRACTOR’S INITIALS</th>
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<td>EXHIBIT B.</td>
<td>Fees and Payment</td>
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<td>EXHIBIT C.</td>
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<td>EXHIBIT D.</td>
<td>Contractor’s Debarment Certification</td>
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<tr>
<td>EXHIBIT E.</td>
<td>Subcontractor’s Debarment Certification</td>
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<td>EXHIBIT F.</td>
<td>Federal Provisions Exhibit / Attachment 1</td>
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IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR: ________________________________
APPROVED BY: ________________________________
COUNTY OF MARIN: ________________________________

By: ________________________________
Name: ________________________________
Title: ________________________________

----------------------------------------------------------------------------------------------------

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)
County Counsel: ________________________________ Date: ________________________________
EXHIBIT “A”

SCOPE OF SERVICES (required)
COUNTY shall pay CONTRACTOR as follows:

(1) BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee of ______ per month not to exceed during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 following provision of services.

(2) MILEAGE. COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.

(3) TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Contract. All costs above base contract fee (the not to exceed limit) are capped at ______.

(4) AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.

(5) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is ______. The maximum amount payable to Contractor under this Contract for this period shall not exceed ______.