

## AGREEMENT TO FURNISH PROFESSIONAL SERVICES

This agreement for professional services (“Agreement”) is made and entered into this 3<sup>rd</sup> day of August, 2010 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and ICF Consulting, Services L.L.C. (“Consultant”). City and Consultant are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

### ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to update the City’s Hazard Mitigation Plan, in accordance with the FEMA Local Hazard Mitigation Plan requirements presented by 44 CFR §201.6 (the “Services”). The specific Services which Consultant shall perform are more particularly described in Exhibit “A,” entitled “Scope of Services,” which is attached hereto and incorporated herein by this reference.
- 1.2 The Services shall be performed by Consultant in a professional manner and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of services.
- 1.3 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of its obligations under this Agreement including, but not limited to, the Americans with Disabilities Act and the Fair Employment and Housing Act.

### ARTICLE 2 - RESPONSIBILITIES OF CITY

- 2.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.

### ARTICLE 3 - PAYMENT AND NOTICE

- 3.1 City shall pay the sum of Sixty Eight Thousand Seven Hundred and Forty Four Dollars (\$68,744) to Consultant as full compensation the Services in accordance with the payment schedule attached as Exhibit “B,” entitled “Project Costs and Fee Schedule,” which is attached hereto and incorporated herein by this reference.
- 3.2 Payments by City to Consultant shall be made within thirty (30) days after receipt and approval by City of Consultant’s detailed invoice. Invoices shall be sent to City on a monthly basis. Consultant’s invoices shall include a brief description of the Services performed and the dates the Services were performed.
- 3.3 All notices shall be given in writing by personal delivery or by mail. Notices, sent by mail should be addressed as follows:

City: Les Jolly  
Interim Quality of Life Director  
City of Redlands  
PO Box 3005  
Redlands, CA 92373

Consultant: Jodi Young  
ICF International  
921 Helene Court  
Rohnert Park, CA 94928

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to who notices are to be given by giving notice pursuant to this section.

#### ARTICLE 4 - INSURANCE AND INDEMNIFICATION

- 4.1 Insurance. All insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services.
- 4.2 Workers' Compensation and Employer's Liability. Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in accordance with the laws of the State of California, with an insurance carrier acceptable to City.
- 4.3 Hold Harmless and Indemnification.
- a. Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or tangible or real damage to property occasioned by Consultant's and its officers', employees' and agents' sole negligent acts or sole negligent omissions in performing the Services.
  - b. City shall defend, indemnify and hold harmless Consultant and its officers, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to tangible or real property occasioned by City and its elected officials, employees and agents sole negligent acts or sole negligent omissions.

- 4.4 Commercial General Liability Insurance. Consultant shall secure and maintain in force throughout the term of this Agreement commercial general liability insurance with carriers at least A-VIII or better by the then current edition of Best's Insurance Reports published by A.M. Best Co. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be included as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 4.5 Business Auto Liability Insurance. Consultant shall have business auto liability coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be included as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.

#### ARTICLE 5 - GENERAL CONSIDERATIONS

- 5.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party
- 5.2 Consultant shall not assign any of the Services to be performed under this Agreement, except with the prior written approval of City and in strict compliance with the terms, provisions and conditions of this Agreement.
- 5.3 All documents, records, drawings, designs, cost estimates, electronic data files, databases, and other documents developed by Consultant pursuant to this Agreement, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents and any use of incomplete documents will be at City's sole risk.
- 5.4 Consultant is for all purposes an independent contractor. Consultant shall supply all tools and instrumentalities required to perform the Services. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City.
- 5.5 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- 5.6 This Agreement may be terminated by either Party, in its sole discretion and without cause, by providing thirty (30) business days' prior written notice to the other Party (delivered by certified mail, return receipt requested) of intent to terminate.

- 5.7 If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.
- 5.8 Upon receipt of a termination notice, Consultant shall immediately discontinue all Services affected, and within five (5) business days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of any data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for work completed up until notice of termination.
- 5.9 Consultant shall maintain books and accounts of all payroll costs and expenses related to the Services. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 5.10 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City and Consultant.
- 5.11 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS:

By: \_\_\_\_\_  
Pat Gilbreath, Mayor

ATTEST:

By: \_\_\_\_\_  
Sam Irwin, City Clerk

ICF Consulting Services, L.L.C.:

By: \_\_\_\_\_  
F. Michael Gray  
Vice President, Director of Contracts

## EXHIBIT A- SCOPE OF SERVICES

1. Review the 2005 Hazard Mitigation Plan and the 2005 FEMA HMP Crosswalk
2. Assist with the identification of a Planning Team of local stakeholders
3. Conduct and facilitate Planning Team meetings to review, validate, and update information from the 2005 HMP
  - a. Prepare meeting agendas
  - b. Prepare a summary of meetings invitees, attendees, action items, and resolutions
4. Reorganize the HMP, where appropriate, to ensure compliance with the 2008 FEMA Crosswalk
  - a. Restructure the 2010 HMP into the following sections
    - i. Introduction
    - ii. Plan Adoption
    - iii. Planning Process
    - iv. Risk Assessment
    - v. Community Capability Assessment
    - vi. Mitigation Strategies
    - vii. Plan Maintenance
5. Develop five (5) city-level hazard maps for inclusion into the plan document (JPEG format): USGS liquefaction susceptibility (1), State of California Alquist-Priolo earthquake fault zones (1), CDF fire hazard severity zones (1), FEMA flood hazard areas (1), and a dam inundation area map (1). The maps will also include the location of select essential services (police stations, fire stations, EOC, public schools, and wastewater treatment plants)
6. Develop facility-specific hazard identification tables for the select essential facilities
7. Prepare/incorporate risk assessment tables for:
  - a. Three (3) earthquake scenarios, including the potential impact of liquefaction. Tables will illustrate city-level economic and populations impacts, and damage and functionality estimates for select essential facilities.
  - b. Countywide damage and population impacts for the 1% annual chance flood (100-year flood) and the 0.2% annual chance flood (500-year flood), as modeled in the FEMA-funded San Bernardino Essential Facility Risk Assessment Project completed in 2009.
  - c. Facility-specific flood impacts for selected essential facilities, from the San Bernardino Essential Facility Risk Assessment project.
8. Incorporate the data from the Planning Teams and other research into the following 2010 HMP for the following sections:
  - a. Planning Process
  - b. Risk Assessment
    - i. The City will identify and briefly describe any flood, fire, or earthquake disasters that have impacted the City since 2004, when the previous plan was written
  - c. Mitigation Strategies
9. Provide technical support and assist with the development of the following 2010 HMP sections:
  - a. Introduction
  - b. Plan Adoption
  - c. Community Capability Assessment
  - d. Plan Maintenance
10. Incorporate, finalize, and prepare an electronic copy of the 2010 HMP for submittal to Cal EMA
11. Review the 2010 HMP and complete the 2008 FEMA HMP Crosswalk

12. Coordinate with Cal EMA and FEMA to incorporate necessary revisions to the 2010 HMP

**Deliverables:**

- Conduct and facilitate Planning Team meetings
  - Risk Assessment- two (2) in-person and four (4) virtual
  - Mitigation Strategies- three (3) in-person and four (4) virtual
- Five (5) city-level hazard maps
- Facility-specific hazard identification tables
- Risk assessment tables for:
  - Three (3) earthquake scenarios
  - Countywide damage and population impacts for the 100- and 500-year flood events
  - Facility-specific flood impacts for selected essential facilities
- Draft 2010 HMP and Crosswalk
- Final Draft HMP and Crosswalk

## Exhibit B- Project Costs and Fee Schedule

### 1. Price Proposal

ICF is pleased to provide this firm fixed price cost estimate to the City of Redlands. Our technical Scope of Work demonstrates that the ICF Team has experienced, field tested Hazard Mitigation and Planning expertise to support the City of Redlands update it multi-Hazard Mitigation Plan (HMP).

#### 1.1 Appropriate Budgets and Level of Effort

Developing a fee proposal for a technical Scope of Work (SOW) such as this can be challenging. The City of Redlands draft SOW identifies their expected requirements for an updated 2010 HMP; however, there are a number of variables left to be determined that could impact the products delivered, as well as the associated costs. Because of this uncertainty, ICF has made several project and cost assumptions as the basis for developing its offer (*see section 1.4*). To the extent that these assumptions are inconsistent with City of Redlands, ICF can add, delete or modify its approach to specific activities, adjusting its offer, as appropriate, prior to finalizing any resulting contract. Ultimately we recognize the need to be flexible and stand ready to make these kinds of adjustments. As a seasoned and successful federal, state, and local contractor, ICF prides itself on doing whatever it takes to get the job done well. That notwithstanding, we understand the need for a specific cost estimate and have developed our budget based on what we believe to be reasonable assumptions about the nature of the work.

#### 1.2 Period of Performance

The proposed period of performance is as follows: July 1, 2010 through January 31, 2011.

#### 1.3 Type of Contract

ICF is proposing a firm fixed price offer of \$68,744. This offer is inclusive of all fully loaded labor cost and other direct costs. Proposed services and prices are valid for 90 calendar days from the date of submission.

#### 1.4 Invoicing Schedule

ICF will invoice the City of Redlands in accordance with the following payment schedule.

Milestone	Payment
Contract Execution	\$10,000
September-10	\$20,000
October-10	\$15,000
November 10	\$15,000
January 10	\$8,744
<b>Total</b>	<b>\$68,744</b>

#### 1.5 Costing Assumptions



The text below describes the level of effort and other direct cost assumptions that have been included in our cost proposal:

- ICF assumes that any change in the contract's period of performance or project scope, or requested change to the activities or deliverables proposed in ICF's Cost Proposal will be reviewed by ICF and the City of Redlands for project impacts, including cost considerations, and allow for price negotiation.
- ICF's proposal is contingent upon negotiation of the final terms and conditions of the agreement.
- ICF has assumed that all meetings will be held at client furnished offices. Consequently, ICF has not included any cost to cover meeting room rental, AV equipment or refreshments.
- ICF has assumed that a kick-off meeting will held within five (5) business of execution of a contract via conference call.
- ICF has assumed that the City of Redlands will contact and encourage individuals for membership on the Planning Team.
- ICF has assumed that all scheduled conference calls will last no longer than one and a half (1 ½) hours and all scheduled meetings will last no longer than four (4) hours. Refer to the Technical Scope of Work for a listing of proposed conference calls and meetings.
- ICF has assumed it will update the three (3) primary hazards (earthquake, flood, and, fire) section of the HMP and provide technical support to the updating of the remaining sections.
- ICF has assumed that the City of Redlands, with the technical support of ICF, will review and update the remaining HMP sections; Introduction, Plan Adoption, Community Capability Assessment, and Plan Maintenance.
- ICF has assumed that the City of Redlands will provide recent earthquake, flood, and fire events to impact the city since 2004.
- ICF assumes that draft deliverables will be reviewed and either approved or returned to ICF with consolidated comments within five (5) working days of their submission and that one (1) draft review period will be sufficient to deliver products as final.
- ICF has assumed that the City of Redlands will pay for all shipping and photocopy costs for all necessary internal and external review of the HMP.

## **2. Additional Information**

ICF has prepared this submission based on a Firm Fixed Price contract. Specific information regarding use of ICF includes:

- DUNS Number – 06-524-6527 (this is for the entity ICF Consulting Services, L.L.C.)
- CAGE Code – 3AV32
- Federal Tax Identification Number – 04-3647360
- Size Status – Large Business

### ***Cognizant Government Audit Agency***

Defense Contract Audit Agency (DCAA)  
Fairfax Branch  
171 Elden Street  
Suite 315  
Herndon, Virginia 20170-4810  
Ms. Lynne Newitt  
Supervisory Auditor

(703) 377-4657  
.lynne.newitt@dcaa.mil

**Remittance Address**

Electronic Funds Transfer Address:

Account Name: ICF Consulting Group, Inc.  
Fairfax, Virginia

Bank: Citizens Bank  
1 Citizens Drive  
Riverside, RI 02915

ABA Number: 036076150  
Account Name: ICF Consulting Group, Inc.  
Account Number: 6203219502

OR

Lockbox Address:

ICF Consulting Services, L.L.C.  
P.O. Box 7777 – W510501  
Philadelphia, PA 19175-0501