

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

ASSIGNMENT OF GRANT AGREEMENT NO. 2008-108

CONTRACT NO. 2008-192

This Assignment of Grant Agreement No. 2008-108 (“Assignment”) is dated, for reference purposes only, November 6, 2008, and is made by the **City of Novato** (“ASSIGNOR”) whose address is 75 Rowland Way #200, Novato, CA 94945 to the **Marin General Services Authority** (“ASSIGNEE”) whose address is 371 Bel Marin Keys Blvd., Suite 100, Novato, CA 94949.

RECITALS

1. ASSIGNOR and the Bay Area Air Quality Management District (“DISTRICT”) entered into Grant Agreement No. 2008-108 (the “Agreement”) pursuant to which DISTRICT agreed to provide funds to ASSIGNOR to carry out energy and climate protection planning services that benefit ASSIGNOR and other Marin County jurisdictions, which Agreement was executed on behalf of ASSIGNOR on August 11, 2008 and on behalf of DISTRICT on August 14, 2008.
2. ASSIGNOR desires to assign its rights and obligations under the Agreement to ASSIGNEE, and DISTRICT desires to consent to that assignment in accordance with Section 17 of the Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which ASSIGNOR acknowledges, the parties agree as follows:

TERMS AND CONDITIONS OF ASSIGNMENT

1. ASSIGNMENT – ASSIGNOR assigns, transfers, and conveys to ASSIGNEE all of ASSIGNOR’s right, title, and interest in and to the Agreement and delegates to ASSIGNEE all its duties and obligations under the Agreement.
2. OBLIGATIONS OF ASSIGNEE – ASSIGNEE accepts the assignment to it by ASSIGNOR of all of ASSIGNOR’s right, title, and interest in and to, and the delegation to it by ASSIGNOR of all of ASSIGNOR’s duties and obligations under, the Agreement. ASSIGNEE covenants that it (a) approves, ratifies, and confirms all terms, covenants, conditions, and provisions of the Agreement, (b) will perform at its own expense all duties and obligations imposed on Assignor by the Agreement, and (c) will be bound by all the terms, covenants, conditions, provisions, and obligations of Assignor under the Agreement after the effective date of this Assignment.
3. PURPOSE OF ASSIGNMENT – This Assignment is made for the administrative convenience and mutual benefit arising from relieving ASSIGNOR of obligations to administer programs that, under the Agreement, were to be largely carried out by ASSIGNEE, and by providing funds directly to ASSIGNEE that otherwise would have been passed through ASSIGNOR to ASSIGNEE.
4. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR – ASSIGNOR represents and warrants to ASSIGNEE that
 - A. ASSIGNOR has the power and authority to enter into and carry out this Assignment;
 - B. ASSIGNOR has not previously assigned any of its rights under the Agreement;

- C. All covenants, agreement, and condition required to be performed or to occur on ASSIGNORS's part as of the date of this Assignment have been performed or have occurred as required by the Agreement;
 - D. There is no default under the Agreement on the part of any party to the Agreement;
 - E. Neither the execution nor the performance of this Assignment or any of the document that may be executed under it violates any agreement, instrument, indenture, judgment, or other legal obligation by which ASSIGNOR may be bound;
 - F. ASSIGNOR has neither failed to comply with nor violated any laws relating to the Agreement; and
 - G. The document attached as Exhibit A as constituting the Agreement is the true and complete agreement of Assignor with respect to the Agreement.
5. ATTORNEY IN FACT – ASSIGNOR irrevocably appoints ASSIGNEE as ASSIGNOR's agent (attorney-in-fact), Which appointment is coupled with an interest, to make, demand, exercise, enforce, and in all other ways take any action or make any decision that Assignor may can make or take regarding ASSIGNOR's rights under the Agreement.
6. CONSENT TO ASSIGNMENT – DISTRICT consents to the assignment by ASSIGNOR to ASSIGNEE of all of ASSIGNOR's right, title, and interest in and to the Agreement. This consent is effective upon complete execution of this Assignment.

IN WITNESS WHEREOF, the parties to this Assignment have caused this Assignment to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

CITY OF NOVATO (ASSIGNOR)

By: _____
Jack P. Broadbent
Executive Officer/APCO

By: _____
Daniel E. Keen
City Manager

Date: _____

Date: _____

MARIN GENERAL SERVICES AUTHORITY (ASSIGNEE)

By: _____
Paul V. Berlant
Executive Director

Date: _____

Approved as to form:
District Counsel

By: _____
Brian C. Bungler
District Counsel

EXHIBIT A

GRANT AGREEMENT 2008-108

1. PARTIES - The parties to this Agreement (“Agreement”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 939 Ellis Street, San Francisco, CA 94109, and the **City of Novato** (“GRANTEE”) whose address is 75 Rowland Way #200, Novato, CA 94945.
2. RECITALS
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - C. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. TERM - The term of this Agreement is from August 11, 2008 to December 31, 2009, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. TERMINATION - DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 10 below. Immediately upon receipt of the notice of termination, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - A. Submit a final written report describing all work performed by GRANTEE;
 - B. Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - C. Reimburse DISTRICT for any unspent funds.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.

6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INDEMNIFICATION - GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT, its officers, employees, agents, representatives, and successors-in-interest against any and all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including reasonable attorney fees) that DISTRICT, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay arising from the death or injury of any person or persons (including employees of GRANTEE), or from destruction of or damage to any property or properties, caused by or connected with the performance of this Agreement by GRANTEE, its employees, subcontractors, subgrantees, or agents.
8. PAYMENT
- A. DISTRICT agrees to award GRANTEE a grant of seventy five thousand dollars (\$75,000) for the activities described in Attachment A, Work Plan. This fee shall be payable in three (3) installments, as follows:
 - i) \$25,000 upon DISTRICT's receipt of December 31, 2008 Progress Report and documentation of completion of deliverables attributed to that progress report as listed in Attachment A, Work Plan;
 - ii) \$25,000 upon DISTRICT's receipt of June 30, 2009 Progress Report and documentation of completion of deliverables attributed to that progress report as listed in Attachment A, Work Plan;
 - iii) \$25,000 upon DISTRICT's receipt of the Final Report and documentation of completion of deliverables attributed to the Final Report as listed in Attachment A, Work Plan.
 - B. GRANTEE shall carry out the work described on the Work Plan in accordance with the Payment Schedule, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan or the Payment Schedule prior to performing the changed work or incurring the changed cost. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
 - C. Payment will be made only to GRANTEE.
9. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.

10. NOTICES - All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District
939 Ellis Street San Francisco, CA 94109
Attn: Abby Young

GRANTEE: City of Novato
75 Rowland Way, #200
Novato, CA 94945
Attn: Kathy Robinson

11. ADDITIONAL PROVISIONS - All attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.

12. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.

13. FINANCIAL MANAGEMENT SYSTEM

- A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.
- B. GRANTEE's financial management system shall provide for:
- i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.

- vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
- C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
14. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.
15. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
16. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.
17. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
18. WAIVER - No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Agreement, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future

performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

19. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or GRANTEE, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Agreement.
20. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
21. HEADINGS - Headings on the sections and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
22. DUPLICATE EXECUTION - This Agreement is executed in duplicate. Each signed copy shall have the force and effect of an original.
23. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
24. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
25. SURVIVAL OF TERMS - The provisions of sections 7 (Indemnification), 14 (Audit / Records Access), and 15 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended) shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

CITY OF NOVATO

By: _____
Jack P. Broadbent
Executive Officer/APCO

By: _____
Daniel E. Keen
City Manager

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Brian C. Bunker
District Counsel

ATTACHMENT A

WORK PLAN

All eleven Marin cities, Marin County and the Marin Municipal Water District have come together to establish the Marin Climate and Energy Partnership (MCEP), to pursue energy-saving and greenhouse gas-reducing initiatives. A Climate Action Director will be hired and be administered by MCEP, and will provide energy and climate protection planning functions for all member jurisdictions.

Phase I: Framework Development

Task 1.1: Hire Climate Action Director

GRANTEE will ensure that a full-time Climate Action Director is hired by the Marin General Services Agency (GSA), on behalf of MCEP member jurisdictions. The Climate Action Director will assist the eleven cities of Marin County, as well as the County and the Marin Municipal Water District, to assess, prioritize and implement the highest-impact greenhouse gas (GHG)-reduction activities consistent with local GHG plans. The Climate Action Director will work with local cities and public agencies, through their membership in MCEP, to implement residential and commercial green building ordinances, accelerate deployment of energy efficiency measures, develop low-carbon transportation solutions, promote inclusion of climate elements in general plans and develop a Green Purchasing Collaborative. The Climate Action Director will report to the MCEP Steering Committee with regard to performance of all deliverables, while the Marin GSA will act as employer of record.

Deliverable

1. Climate Action Director job announcement, job description, work plan and resume

Phase II: Project Implementation

Task 2.1: Reduce Energy Use in Municipal Buildings

The Climate Action Director will facilitate renewable energy installation projects on municipal facilities, energy efficiency and HVAC upgrades. The Climate Action Director will coordinate surveys and audits, assist local governments in preparing grant proposals and identification of other financing options, and document outcomes.

Deliverable

1. Report on project including: energy usage before and after implementation of measures; list of measures implemented with energy and cost savings for each; overall energy savings, payback information and summary of any co-benefits including emission reductions

Task 2.2: Establish Green Purchasing Collaborative

The Climate Action Director will facilitate the purchase and installation of energy-efficient “green” office equipment and supplies by forming a Green Purchasing Collaborative among MCEP partners. The Collaborative will identify the most climate-friendly and eco-efficient products and negotiate bulk purchase discounts for energy-efficient office supplies and equipment.

Deliverables

1. Summary of Green Purchasing Collaborative – members, target products, purchases made with associated energy/cost savings and emission reductions
2. Purchasing specifications for target products
3. Copies of purchase orders, invoices for all purchases made through the Collective, unless a reporting system agreed to by the DISTRICT is developed by GRANTEE

Task 2.3: Reduce Energy Use in Residential and Commercial Buildings

The Climate Action Director will research existing model green building policies and practices for residential and commercial buildings and work with Build It Green and local planning staff to develop model commercial and residential “green” building ordinances. The Climate Action Director will assist MCEP member jurisdictions in developing model ordinances and support materials for presentation to city councils and Board of Supervisors for consideration for adoption.

Deliverables

1. Model Green Building Ordinance(s)
2. Agendas, staff reports and resolutions to adopt model ordinances as presented to city councils and Board of Supervisors
3. Report on progress toward adoption of green building ordinances

Task 2.4: Reduce Emissions from Municipal and Private Vehicles

The Climate Action Director will develop a plan to implement a City CarShare program serving Marin cities. The Climate Action Director also will develop a green fleet program focusing on standards and specifications for low-carbon municipal fleets. The Climate Action Director will assist MCEP partners and other interested stakeholders to develop a plan for infrastructure and incentives (including preferential parking) to encourage the use and purchase of electric vehicles and plug-in hybrid electric vehicles.

Deliverables

1. Report on vehicle projects, including: status of implementation of CarShare, green fleet and electric vehicle programs; fuel usage before and after implementation of measures; list of measures implemented with fuel and cost savings for each; overall fuel savings, payback information and summary of any co-benefits including emission reductions
2. Purchasing specifications for low-carbon municipal vehicle fleets
3. Copies of purchase orders or invoices relating to purchase of vehicles through the City CarShare and green fleets programs, unless a reporting system agreed to by the DISTRICT is developed by GRANTEE

Task 2.5: Reduce Energy Use and Emissions from Waste

The Climate Action Director will work with the Marin Zero Waste Committee, Marin Sanitary, i-Reuse, Sustainable Marin and others to develop a plan and model ordinances for the expansion of existing municipal waste reduction, recycling and re-use programs. The plan will include a process for re-use of construction materials.

Deliverables

1. Summary report on waste reduction plan, including: status of implementation of waste reduction and recycling programs; list of measures implemented with waste reductions (total tons and tons by type) for each; summary of any co-benefits including emission reductions

2. Model ordinance(s) restricting the use of plastic bags, styrofoam and other non-recyclable waste, and for re-use of construction materials

Task 2.6: Integrate GHG Mitigation in General Plans

The Climate Action Director will promote the inclusion of sustainability principals and climate protection in city general plan updates. The Climate Action Director will develop model language for the Town of Belvedere and the City of San Rafael to inform GHG-related elements of their general plan updates and amendments in fiscal year 2008-09. These elements will inform other MCEP cities as they undertake general plan updates after 2009.

Deliverables

1. Compilation of climate change and sustainability elements and content from existing general plans
2. Report on progress toward adoption of climate change elements and incorporation of sustainability principles and climate protection into local general plans
3. Town of Belvedere and the City of San Rafael general plans with GHG-related content

Phase III: Reporting

Task 3.1: Funding Strategy for Position

MCEP will demonstrate committed funds, either through the City's budget or as the result of fundraising efforts, to support the Climate Action Director position for a minimum of two years after close of the grant period.

Deliverable

1. Two-year funding strategy for Climate Action Director position

Task 3.2: Reporting to District

GRANTEE will develop and submit semi-annual Progress Reports and a Final Grant Report to the District, following the format provided by the District and including documentation of completion of deliverables (see table below).

Deliverables

1. Two Progress Reports
2. Final Grant Report

Reporting Schedule

The following is a schedule for filing progress and final reports as required by the District. Documentation of completed deliverables must be included with reports as specified below before payment will be released. Determination of whether a deliverable has been completed is at the sole discretion of the District. Report format requirements will be provided separately. Progress and final reports and their associated invoices may be submitted prior to the due dates shown in the table below, provided all required deliverables have been completed and documentation of their completion is included in the report. **The District will not pay for work completed prior to contract execution.**

Tasks	DOCUMENTATION OF COMPLETED DELIVERABLES
Progress Report 1: December 31, 2008	Invoice not to exceed \$25,000
<p>Task 1.1: Hire Climate Action Director</p> <p>Task 2.1: Reduce Energy Use in Municipal Buildings</p> <p>Task 2.2: Establish Green Purchasing Collaborative</p> <p>Task 2.3: Reduce Energy Use in Residential and Commercial Buildings</p>	<ol style="list-style-type: none"> 1. Climate Action Director job announcement, job description, work plan and resume 2. Report on project energy usage before and after implementation of measures; list of measures implemented with energy and cost savings for each; overall energy savings, payback information and summary of any co-benefits including emission reductions 3. Summary of Green Purchasing Collaborative – members, target products, purchases made with associated energy/cost savings and emission reductions 4. Model Green Building Ordinance
Progress Report 2: June 30, 2009	Invoice not to exceed \$25,000
<p>Task 2.1: Reduce Energy Use in Municipal Buildings (continued)</p> <p>Task 2.2: Establish Green Purchasing Collaborative (continued)</p> <p>Task 2.3: Reduce Energy Use in Residential and Commercial Buildings (continued)</p> <p>Task 2.4: Reduce Emissions from Municipal and Private Vehicles</p>	<ol style="list-style-type: none"> 1. Report on project energy usage before and after implementation of measures; list of measures implemented with energy and cost savings for each; overall energy savings, payback information and summary of any co-benefits including emission reductions (ongoing) 2. Purchasing specifications for target products 3. Copies of purchase orders, invoices for all purchases made through the Collective, unless a mutually-agreed upon reporting system is developed 4. Agendas, staff reports and resolutions to adopt model ordinances as presented to city councils and Board of Supervisors 5. Report on progress toward adoption of green building ordinances 6. Detailed report on project 7. Purchasing specifications for low-carbon municipal vehicle fleets 4. Copies of purchase orders or invoices relating to purchase of vehicles through the City CarShare and green fleets programs, unless a mutually-agreed upon reporting system is developed
Final Report: December 31, 2009	Invoice not to exceed \$25,000

<p><u>Task 2.5:</u> Reduce Energy Use and Emissions from Waste</p> <p><u>Task 2.6:</u> Introduce GHG Reduction as a Priority in Local Planning</p> <p><u>Task 3.1:</u> Funding Strategy for Position</p>	<ol style="list-style-type: none"> 1. Summary report on project including: status of implementation of waste reduction and recycling programs; list of measures implemented with waste reductions (total tons and tons by type) for each; summary of any co-benefits including emission reductions 2. Model ordinance(s) 3. Compilation of climate change and sustainability elements and content from existing general plans 4. Report on progress toward adoption of climate change elements and incorporation of sustainability principles and climate protection into local general plans 5. Town of Belvedere and the City of San Rafael general plans with GHG-related content 6. Two-year funding strategy for Climate Action Director position
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CONTRACT TOTAL COST NOT TO EXCEED: \$75,000