

## CONSULTANT SERVICES AGREEMENT

(Environmental Finance Technical Support and Analysis)

**THIS CONSULTING SERVICES AGREEMENT (“Agreement”)** is effective as of \_\_\_\_\_ (the “**Effective Date**”) by and between Prince George’s County, Maryland, a body corporate and politic (“**County**”), and University of Maryland, through its the Environmental Finance Center (the “**Consultant**”).

### RECITALS

**WHEREAS**, the mission of the Prince George’s County’s Department of the Environment (“**DOE**”) is to protect and enhance the quality of life in the greater Prince George’s County community through the conservation, preservation, and restoration of the environment, guided by the principles of science, resource management, sustainability, and stewardship;

**WHEREAS**, the Prince George’s County Department of the Environment accomplishes its mission through its Divisions of Sustainability, Resource Recovery, Stormwater Management and Animal Services. The Sustainability Division (the “**Division**”) oversees a broad range of programs, including those pertaining to climate action planning, climate resilience, air quality; energy conservation; sustainability; forestry and trees; environmental compliance (water, air, and noise complaints); illegal dumping and litter; residential drainage; nuisance flooding, floodplain management, capital improvements, environmental justice, environmental policy, etc.;

**WHEREAS**, the Consultant, under the auspices of the University of Maryland and located at the College Park campus, provides a range of technical assistance services relating to finance and economics to develop the organizational capacity of local governments, and to support effective implementation and financing of environmental protection and resource management projects;

**WHEREAS**, the Consultant has staff with expertise in a diverse range of areas, including water resources, economics, stormwater management, policy analysis, air quality, climate change, sustainable development, energy and fiscal planning. Moreover, Consultant has provided services through Maryland over the last 20 years;

**WHEREAS**, the County desires to engage the Consultant to provide technical assistance and analysis support to a variety of projects which is critical for (a) assessing the effectiveness of the County’s measures and initiatives, (b) evaluating targeted sources for the funding of a broad range of projects, and (c) enabling the County to better direct limited resources to projects demonstrating the most need;

**NOW THEREFORE**, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Terms used in this Agreement shall have the meanings set forth in this Section 1.1 unless a different meaning clearly appears from the context.
  - 1.1. “**Administrator**” has the meaning provided in Section 2.1 of this Agreement.
  - 1.2. “**Agreement**” has the meaning provided in the preamble to this Agreement.

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1.3. **“Confidential and Proprietary Information”** means information that one Party discloses (the “Disclosing Party”) in written, oral, graphic, electronic, or physical form to the other Party (the “Recipient”) that:

- (1) Is not generally known to the public, and concerns scientific knowledge, know-how, processes, inventions, techniques, formulae, products, data, plans, software, and similar information; and
- (2) If disclosed in tangible form, is clearly marked by the Disclosing Party as Confidential Information at the time of initial disclosure to the Recipient, or, if disclosed orally, is identified as Confidential Information at the time of disclosure, then summarized in a writing marked “Confidential” furnished by the Disclosing Party to the Recipient within ten (10) business days of initial disclosure.

Confidential Information does not include information that:

- (1) The Recipient develops independently and without the benefit of Confidential Information of the Disclosing Party;
- (2) The Recipient lawfully obtains from a third Party under no obligation of confidentiality;
- (3) Is or becomes publicly available through no wrongful act of the Recipient;
- (4) Is known to the Recipient prior to receiving the information from the Disclosing Party; and/or
- (5) Recipient is obligated to produce to comply with applicable laws or regulations, including the Maryland Public Information Act, or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena, provided the Recipient notifies the Disclosing Party prior to making such a disclosure so that the Disclosing Party may take appropriate action.

1.4. **“Consultant”** has the meaning provided in the preamble to this Agreement.

1.5. **“County”** has the meaning provided in the preamble to this Agreement.

1.6. **“Deliverables”** means the Services, Documents and Reports, data, items, and materials to be created, developed, produced, delivered, performed, provided by, on behalf of, or made available through, the Consultant under this Agreement.

1.7. **“Division”** has the meaning provided in the preamble to this Agreement.

1.8. **“Documents and Reports”** means the documents, reports, summaries, analyses created, developed, produced, delivered, performed, provided by, on behalf of, or made available through, the Consultant under this Agreement.

1.9. **“DOE”** has the meaning provided in the preamble to this Agreement.

1.10. **“Effective Date”** has the meaning provided in the preamble to this Agreement.

1.11. **“Expenses”** has the meaning provided in Section 4.2 of this Agreement.

1.12. **“Fees”** has the meaning provided in Section 4.1 of this Agreement.

1.13. **“Manager”** has the meaning provided in Section 2.2 of this Agreement.

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- 1.14. “**Proposal**” has the meaning provided in Section 3.3.1 of this Agreement.
- 1.15. “**Services**” has the meaning provided in Section 3.1 of this Agreement.
- 1.16. “**Task Order**” has the meaning provided in Section 3.1 of this Agreement.

### 2. Contract Administration and Points of Contact.

- 2.1. County’s Contract Administrator. The County’s Contract Administrator (the “**Administrator**”) is the County representative in charge of all activities associated with this Agreement, will monitor adherence to the terms and conditions of this Agreement, and will provide direction for County staff who will oversee work performed by the Consultant under this Agreement. The Administrator for this Agreement is Dawn Hawkins, Associate Director, Sustainability Division, DOE.
- 2.2. County’s Contract Manager. The County's Contract Manager (the “**Manager**”) provides day-to-day project management and is the County's point of contact for work-assignments and for work-related questions and concerns. The Manager for this Agreement is Mary Abe, Natural Resource and Climate Resilience Programs Section Head, Sustainability, DoE.
- 2.3. The Consultant shall contact the Manager for contract administration and project oversight matters. Consultant shall direct all contract and work-related communications to the Administrator and the Manager.

### 3. Scope of Work; Work Requirements; Method of Ordering Work.

- 3.1. Scope of Work. The Consultant shall provide to the County the services (the “**Services**”) set forth in one or more statements of work or task orders to be issued by the County and accepted by the Consultant (each, a “**Task Order**”), subject to the terms of this Agreement. The Services under a Task Order shall fall within the general scope of work for this Agreement which is to provide financial-related, project, and economics-related technical assistance and analysis services and to support to a wide range of the County’s environmental and climate action programs. All Services provided pursuant to this Agreement shall be subject to the requirements set forth in Exhibit A attached hereto and incorporated herein by reference. The Consultant shall not recommend or pursue actions on behalf of the County without the express prior written approval of the Administrator. The Consultant agrees
- 3.2. Terms For Services and Task Orders.
  - 3.2.1. Services. The Consultant agrees to provide the Services:
    - 3.2.1.1. in accordance with the terms and subject to the conditions set forth in the respective Task Order and this Agreement;
    - 3.2.1.2. using personnel of required skill, experience, and qualifications;

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- 3.2.1.3. in a timely, workmanlike, and professional manner;
  - 3.2.1.4. in accordance with generally recognized industry standards in Consultant's field; and
  - 3.2.1.5. to the reasonable satisfaction of the County.
- 3.2.2. Task Orders. The Consultant agrees to the following with respect to a Task Order or the issuance thereof:
- 3.2.2.1. the County does not guarantee the issuance of any Task Orders or a specific total dollar value of Task Orders;
  - 3.2.2.2. the County has no obligation to issue any Task Orders to Consultant, including any subtask within any Task Order, and that the issuance of a Task Order is in the sole and absolute discretion of the County;
  - 3.2.2.3. the issuance of a Task Order and any corresponding obligation to pay fees for the Services is subject to appropriation in accordance with County law;
  - 3.2.2.4. the County has the right, but not the obligation, to issue multiple Task Orders concurrently;
  - 3.2.2.5. nothing in this Agreement shall be construed to prevent the County from performing for itself or from acquiring from other providers services that are similar to or identical to the Services,
- 3.3. Method of Ordering Work. The procedure for the order and issuing of Task Orders is as follows:
- 3.3.1. As the County identifies a need for the Services, the County may request a proposal for the performance of such work from the Consultant. The County may make request for a proposal via telephone communications or in written format including, but not limited to, electronic mail (e-mail). In response to the County's request, the Consultant may provide a proposal (the "**Proposal**") which must include, at a minimum, the scope of work for the task, key personnel requirements, project schedule, Deliverables, and a cost proposal for the task showing the rates for staff and/or personnel and direct costs for the services to be provided under the Proposal. Consultant agrees to submit a Proposal no later than the date and time set by the County as a deadline for the submission of such Proposal. The County has the right to not accept a Proposal from Consultant if it is not submitted timely or in accordance with any other requirements established by the County.
  - 3.3.2. Each Proposal submitted in response to a request for proposal issued under this Agreement must identify Consultant's key personnel, any subject matter

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experts, and estimated required level of effort for the completion of work. The Consultant will propose key personnel for each assignment based on the qualifications needed to effectively and efficiently complete each assignment. In addition, Consultant will include in the Proposal, the rates for its personnel that will be placed on an assignment.

- 3.3.3. Upon the County's acceptance of a Proposal, which acceptance shall be in the County's sole and absolute discretion, the County will issue a Task Order and a notice to proceed for the assigned tasks. The Consultant must not begin any work for a request for proposal unless and until a Task Order and a Notice to Proceed has been issued by the County to Consultant. Consultant agrees that commencing the provision of Services prior to the issuance of a Task Order and Notice to Proceed for such Services shall be at the Consultant's own risk. Revisions to Task Orders shall not be permitted without the prior written approval of the County.
- 3.4. Work Records and Methodology. Consultant must provide the County with access to all work and records related to the Services performed under this Agreement and Task Orders issued under this Agreement. Consultant must provide its methodology used for data analysis, if requested by the County. Consultant must have an electronic back up of all data and must provide that data to the County upon request, and/or upon termination of this Agreement. At the conclusion of any Services under a Task Order and acceptance by the County of such Services, Consultant must provide to the County, in electronic and hard copy format, the work records, documentation of methodologies, and any other data or materials pertinent to the Services.
- 3.5. County Review/Approval for Release of Reports. All Documents and Reports that Consultant desires to disseminate to a third party must be presented to the County for review, comment, and approval for release at least 30 days prior to dissemination by Consultant. Approval is solely to ensure there no Confidential or Proprietary information is being disseminated with the release of the report or data. Within 30 days of County's receipt of such Documents and Reports and a request to disseminate the same, the County shall have the right to identify for the Consultant, in writing, specific information in the Document and Reports containing Confidential or Proprietary Information that the County would like redacted, deleted, or not released. Consultant shall redact or delete such information prior to disseminating such Documents and Reports to any third party. If the 30-day review period expires without written notice from the County identifying information to redact or delete, then the Consultant shall be free to submit such document for publication and to publish the disclosed research results in any manner consistent with professional standards.
- 3.6. Progress Reports & Invoices. For each Task Order issued to the Consultant, the Consultant must provide a progress report with every invoice. This report must be in a format approved by the County and must include, at a minimum, project progress, a schedule of deliverables/project milestones, and a brief description of

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any problems encountered or anticipated. Invoices must include detailed backup costs, personnel charges, subcontractor costs, etc. to justify invoice amount.

- 3.7. Project Meetings. Consultant must meet periodically with the County's Project Managers when requested by the County to discuss contract issues or progress of work. Meetings shall be at the County Offices or via conference call, unless otherwise arranged with the County.
- 3.8. Communications. Communications and delivery of information between the County and Consultant may be provided electronically (e.g., via e-mail or Dropbox site) as desired in the County's sole discretion. However, the County and Consultant will each be responsible for maintaining and retaining a paper file version of such communications and information.
- 3.9. Work Location of Consultant's Personnel. Consultant's personnel assigned to provide the Service under this Agreement will typically work at Consultant's University of Maryland's offices, but may occasionally work at the County's offices or within the Prince George's County community, as required for each Task Order.
- 3.10. Replacement of Key Personnel: If Consultant needs to replace key personnel that are providing the Services under a Task Order, the Consultant shall notify the Administrator in writing within 5 business days of Consultant knowing that a replacement is needed. The qualifications and experience of the new key personnel must be at least equal to those of the replaced personnel. The new key personnel's tasks and responsibilities under this Agreement and the Task Order must be the same as those of the replaced personnel, and the billing rate must not exceed that of the replaced personnel.
- 3.11. Computer Resources Security: The Consultant may be provided remote access privileges to the County's information resources, or otherwise work on, or interface with, the County information resources, and will use reasonable efforts to assure that the County's information resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure.

#### 4. Fees & Expenses.

- 4.1. Fees. In consideration of the Services to be performed under this Agreement, the County shall pay to Consultant fees for service based on the rates set forth in each Task Order (collectively, the "**Fees**"). Unless otherwise provided in the Task Order, the Fees will be payable in accordance with Section 4.4 of this Agreement.
- 4.2. Expenses. The Consultant shall be responsible for all out-of-pocket expenses incurred and required for the performance of the Services. Notwithstanding the foregoing, the Consultant may be reimbursed for Expenses incurred by the Consultant and required for the performance of the Services ("**Expenses**") only after obtaining prior written approval from the County. To the extent Consultant is entitled to reimbursement for Expenses, such reimbursement is limited to the extent that the Consultant (i) is entitled to reimbursement of such expenses pursuant to

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this Agreement; and (ii) furnishes to the Administrator documentation of such expenses. Expenses shall appear on invoices that Consultant submits to the County for the payment of any Fees.

4.3. Adjustment of Rates. If a Task Order has a term of one year or less, then Consultant agrees that the rates for Services will not increase during the term of such Task Order. If a Task Order is for a period in excess of one year, including Task Orders with a right to extend the term of such Task Order, then the rates for Services under such Task Order may be adjusted (a) as prescribed in the Task Order; or (b) during an extension period as agreed to by the parties. Consultant agrees that it must provide the County at least ninety (90) days advance written notice of its intention to adjust the rates for Services which notice shall include (x) a statement of the amount of the desired increase; (y) any support documentation to substantiate such adjustment as requested by the County; and (z) the desired effective date of such adjustment. Consultant agrees that no adjustments in the rates for Services shall exceed the amount of the Cost of Living Adjustment (COLA) given by the Consultant to its existing staff, or any merit-based elevation of salaries, either of which must be substantiated with documentation from Consultant regarding any COLA or other budget adjustments. Adjustments to the fees for Services pursuant to this Section, if approved by the County, shall only apply as of the effective date as agreed by the parties.

4.4. Invoices.

4.4.1. Consultant shall submit invoices for the invoiced period as described in each Task Order and shall submit such invoices in a format required by the Contract Administrator.

4.4.2. Consultant must submit written and signed invoices that cover work performed and approved reimbursable expenses only for the required invoicing period, and must include all supporting documentation and reports as required by the Contract Administrator.

4.4.3. Invoices submitted in the proper format and approved by the County will be paid in accordance with the County's procedures for prompt payment within 30-days of the County's approval of proper invoice. If the County objects to any portion of the invoice, the County may notify the Consultant immediately and, at the County's discretion, may either pay the approved portion of the invoice or reject the invoice in its entirety and return it to the Consultant for correction.

4.4.4. Invoices shall include the following information, at a minimum, along with supporting documentation for cost identified in the invoice, and said invoice shall be dated and placed on Consultant's letterhead:

4.4.4.1. Consultant's name and remittance address;

4.4.4.2. Consultant's tax identification number;

4.4.4.3. Contract and task order number;

4.4.4.4. Unique, sequential invoice number of at least four characters;

4.4.4.5. Name, telephone number, and e-mail of Consultant's contact

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- person;
  - 4.4.4.6. Signature of Consultant's contract administrator, project leader or authorized company official;
  - 4.4.4.7. Separate costs for labor and expenses, incurred during the invoice billing period under each Task Order. Labor and expenses must not exceed costs encumbered for each Task Order;
  - 4.4.4.8. Purchase Order balances of funds expended and funds remaining; and
  - 4.4.4.9. A statement that all deliverables due and reporting requirements for that period have been submitted.
- 4.5. The maximum amount payable under this Agreement inclusive of Fees and Expenses, if any, shall not exceed Two Million Dollars (\$2,000,0000).

### 5. Prompt Payment.

- 5.1. Notwithstanding any other payment terms in this Agreement, the County will make invoice payments pursuant to the provisions of Section 10A-153 of the County Code and shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said section. The County considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in Section 10A-153(a) of the County Code. All days referred to in this clause are calendar days, unless otherwise specified.
- 5.2. Subcontract clause requirements. The Consultant shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this Agreement the following:
- 5.2.1. Prompt payment for subcontractors. A payment clause that obligates the Consultant to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Consultant under this Agreement.
  - 5.2.2. Interest for subcontractors. An interest penalty clause that obligates the Consultant to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause:
    - 5.2.2.1. For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
    - 5.2.2.2. Computed at the rate of interest specified in Section 10A-153(j)(2) of the County Code in effect at the time the Consultant accrues the obligation to pay an interest penalty.
- 5.3. Subcontractor clause flow-down. A clause requiring each subcontractor to:



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- 5.3.1. Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs 5.2 of this Agreement in each of its subcontracts; and
- 5.3.2. Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

### 6. Term.

- 6.1. The term of this Agreement shall commence as of the Effective Date and shall continue for **thirty-six (36) months from the Effective Date,** subject to appropriation, the availability of County funding, and termination pursuant to the terms and conditions set forth in this Agreement. The County shall have five (5) options to renew this Agreement for three-years each. The County may exercise its option to renew this Agreement by submitting its intention to so renew this Agreement in writing to the Consultant no later than sixty (60) days prior to the expiration of the then-current term.
  - 6.2. If any Services under a Task Order is ordered before, but not completed by, the expiration date of this Agreement, then this Agreement shall not expire and such Services shall be completed by Consultant in accordance with all the terms and conditions still in force under this Agreement; however, the parties agree that no additional Services may be ordered as of such expiration date of this Agreement, including the ability for the County to adjust funding for any required work changes (increases/decreases to purchase order amounts) and other changes, until the work under the Task Order(s) is completed and accepted by the County.
7. **Termination.** This Agreement may be terminated by either party upon thirty (30) calendar days advance written notice to the other party at its address as herein specified. In the event of such termination, the County shall pay for all Services provided and accepted by the County up to the date of termination. However, Consultant shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination or paid any damages or costs arising from such termination.
8. **Non-appropriation.** In the event that sufficient funds are not appropriated for the payment of the goods or services under this Agreement, the County may terminate this Agreement at the end of the last fiscal year or earlier date for which an appropriation is available and the County will not be obligated to make payments beyond the last date for which an appropriation is available. The County agrees to deliver written notice to the Consultant of such termination no later than ten days after the County has knowledge that an appropriation will not be available. The failure to give the notice will not extend this Agreement beyond such fiscal year or affect the termination of this Agreement pursuant to this Section. Upon termination of this Agreement for non-appropriation, the County will pay for all goods and services provided under this Agreement up to the date of termination. However, Consultant shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination and shall not be entitled to any damages or costs associated with such termination. Upon the payment of such proceeds to the Consultant,

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all obligations of the County under this Agreement requiring the expenditure of money will cease.

9. Representations and Certifications. Consultant represents and certifies the following:
  - 9.1. Consultant's staff has expertise in a diverse range of areas, including water resources, economics, stormwater management, policy analysis, air quality, climate change, sustainable development, energy and fiscal planning. The specific services that Consultant has provided over the last 20 years throughout Maryland include, but are not limited to:
    - 9.1.1. Rate Setting
    - 9.1.2. Asset Management
    - 9.1.3. Land Use Planning
    - 9.1.4. Sustainable & Natural Resource Study and/or Development
    - 9.1.5. Decision Support Systems (DSS) for budgeting and improved decision-making
    - 9.1.6. Stormwater and Water Resource Feasibility Studies
    - 9.1.7. Fiscal Analysis and Budgeting
    - 9.1.8. Level of Service (LOS) Analysis
    - 9.1.9. Economic Impact and Cost Benefit Analysis
    - 9.1.10. Facilitation and Mediation
    - 9.1.11. Community Outreach
    - 9.1.12. Capacity Building
  - 9.2. Consultant is experienced in provision of the services required by this Agreement and has the ability and skill necessary to administer and to perform all the services required of Consultant under this Agreement in a timely and efficient manner.
  - 9.3. Consultant is familiar with all current laws, rules, best practices, and regulations which are applicable to the work assigned under this Agreement. Such laws, rules, and regulations include, but are not limited to, Prince George's County laws and regulations, and the laws and environmental codes of Federal, State, County, and municipal authorities in effect at the time of commencement of work on any applicable Task Order described in this Agreement.
10. Notices. All notices, requests, reports, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) immediately

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upon receipt if hand-delivered in accordance with the notice provisions of this Agreement; (ii) on the day after delivery to a nationally recognized overnight courier service, or (iii) on the fifth day after mailing, if mailed to the party to whom such notice is to be given, by registered or certified U.S. mail, return receipt requested, and, in all cases, if prepaid and properly addressed as follows:

The County: Dawn Hawkins  
Associate Director, Sustainability Division  
Prince George's County Department of the  
Environment  
1801 McCormick Drive, Suite 500  
Largo, Maryland 20774

With a copy to:

Mary Abe  
Natural Resource and Climate Resilience  
Programs Section Head  
Sustainability Division  
Prince George's County Department of the  
Environment  
1801 McCormick Drive, Suite 500  
Largo, Maryland 20774

The Consultant: Jennifer Cotting  
Environmental Finance Center  
1210 Preinkert Hall, 7480 Preinkert Drive  
College Park, MD 20740  
jcotting@umd.edu

With Copy to:

Rose Bullock  
Office of Research Administration  
3112 Lee Building, 7809 Regents Drive  
College Park, MD 20742  
oraa@umd.edu

11. **Insurance.** Consultant is self-insured against risks and commitments of the Consultant through the State Insurance Program and State Insurance Trust Fund. Consultant will be responsible for its own negligence in accordance with the Maryland Tort Claims Act. Consultant, as a public agency of the State of Maryland, represents that the State of Maryland, as a whole, strives to maintain sufficient funds in the State Trust Fund to cover the University's liability under the Maryland Tort Claims Act.

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12. **Conflicts of Interest.**

12.1. (a) **No Conflicts.** Consultant represents, warrants, and covenants the following:

12.1.1. That Consultant has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement; and

12.1.2. If any such actual or potential conflict of interest arises under this Agreement, Consultant shall immediately inform the County in writing of such conflict.

12.2. **Other Clients or Interest Involving the County.** In the event Consultant takes on any business or professional engagement that results in representation of any client or interest in a matter in which the County is also a party, even if the position of the client or interest is not adverse to the County's interest or position, the Consultant shall immediately inform the County in writing of the existence and scope of the engagement.

13. **Indemnification.** Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this Agreement, and neither party shall hold the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and relating provisions.

14. **No Waivers.** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

15. **Non-Assignability.** This Agreement shall be deemed personal to the parties hereto and shall not be assigned, delegated or subcontracted without the prior written consent of the County, which may be withheld in its sole and absolute discretion.

16. **Contract Dispute Resolution.** The Parties agree to use their best efforts to resolve any dispute or disagreement that arises out of this Agreement, and to forward disagreements to others in their organization for resolution when necessary.

17. **Status of parties.** The relationship of the parties to this Agreement is one of independent contractors and no partnership or joint venture is intended to be created. No party shall represent itself as the agent or employee of any other party.

18. **Compliance with Law.** Consultant shall comply with all applicable laws, orders and codes of the federal, state and local governments as they pertain to this Agreement.

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19. **Findings Confidential; Ownership of Documents.** All Deliverables, provided by the Consultant under this Agreement are owned by the County. County agrees to grant Consultant a nonexclusive, nontransferable, non-assignable, royalty-free right to use the Deliverables provided by the consultant under this agreement for non-commercial research or educational purposes. In the event of termination or the expiration of this Agreement, any Confidential information or documentation contained in the Consultant's files shall be disposed of according to instructions from the Administrator or her designee. Consultant agrees that it must comply with the requirements set forth in Section 3.5 of this Agreement prior to Consultant using, publishing, or disseminating any information (either verbal or written) relating to the subject matter of any Task Order or this Agreement on the basis that such information is Fundamental Research.
20. **Governing Law/Venue/Severability.** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Prince George's County (with respect to the County's authority to enter into this Agreement) and the State of Maryland (for all other purposes), without regard to its conflicts of law principles. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in any federal or state court located in the State of Maryland, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.
21. **Construction.** This Agreement shall not be construed against the party preparing it, but shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any party. If any term or other provision herein is found to be unenforceable, invalid or illegal, such term or provision shall be deemed deleted from this Agreement, and the remainder of this Agreement shall not be affected or impaired thereby.
22. **Authority.** Each party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The parties agree to use their best efforts promptly to execute and to effectuate the terms provided for herein. In addition, each person whose signature appears hereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement.
23. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
24. **Recitals.** The Recitals are expressly incorporated herein by reference.
25. **Entire Agreement.** This Agreement incorporates the entire understanding of the parties hereto, and supersedes any and all prior agreements or understandings (written or oral) relating to the subject matter hereof. This Agreement can only be modified in a writing signed by duly authorized representatives of both parties hereto.

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26. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
  
27. **Electronic Execution.** The parties acknowledge and agree that this Agreement may be executed by electronic or digital signature. The words “execution,” “signed,” “signature,” and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC § 7001 et seq.), the Maryland Uniform Electronic Transactions Act (§§21-106, 21-111 and 21-117, Commercial Law Article, Annotated Code of Maryland,) or any other similar state laws based on the Uniform Electronic Transactions Act.

*[Signature Page Follows]*

**CONSULTANT SERVICES AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the Effective Date written above.

**WITNESS**

**University of Maryland**

\_\_\_\_\_

By: \_\_\_\_\_

Name: Evan Crierie  
Title: Assistant Director of Office of Research  
Administration

**WITNESS**

**PRINCE GEORGE'S COUNTY, MARYLAND**

\_\_\_\_\_

By: \_\_\_\_\_

Floyd E. Holt  
Deputy Chief Administrative Officer  
For Government Infrastructure, Technology  
and Environment

Attachments:

Exhibit A – Requirements Applicable to All Task Orders

**CONSULTANT SERVICES AGREEMENT**



## **CONSULTANT SERVICES AGREEMENT**

(Environmental Finance Technical Support and Analysis)

### **Exhibit A – Requirements Applicable to All Task Orders**

- As part of the work and services to be performed, the Consultant shall furnish monthly reports to the Administrator, or more frequently if requested by the Administrator, in such form and number as may be required by the Administrator, and shall make such final reports as may be required by the Administrator concerning the work and services performed under this Agreement.
- As part of the work and services to be performed, the Consultant shall meet with the Administrator or his designee from time to time as requested by the Administrator or designee to discuss progress on any item, project or issue covered under this Agreement.
- At least 30 days prior to the expiration or termination of the Agreement, the Consultant shall provide an itemized list of all actions directed by the Administrator to be performed pursuant to this Agreement, an accounting of the status and assessment of success.
- The County shall cooperate and assist the Consultant in performing under the provisions of this Agreement. Without limiting the foregoing, the County shall, to the extent the County sees fit, make available to the Consultant any information the County possesses relevant to services to be undertaken by the Consultant and appropriate members of the County's staff for assistance to and/or consultation with the Consultant.

## **Scope of Work: Environmental Finance Center/ UMD Climate Action Implementation and Programmatic Support Services**

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The Environmental Finance Center (EFC) at the University of Maryland seeks to provide support services to the Department of Environment (DoE) in their effort to implement the Prince George's County Climate Action Plan (CAP). As a supplement to DoE staff time, EFC will provide the County technical expertise in climate action planning, professional level facilitation for virtual and potentially in-person stakeholder meetings, coordination support for working groups, and increased research capabilities for evaluating potential CAP strategies.

Below is an outline of the services offered by EFC in addition to a range of service delivery levels that offer varying combinations of professional climate experience and graduate student support, not to exceed a total of \$2,000,000 unless otherwise agreed upon by the County.

### **1. Technical Expertise**

EFC staff provides technical support in the development of greenhouse gas inventories, climate action and resilience plans, and translating technical language for a wide variety of stakeholders. To augment DoE staff capacity, EFC's Climate Resilience Program Manager will provide on-going professional-level experience and technical expertise for Prince George's County CAP efforts. In addition, EFC will utilize staff, consultants, and student project assistants with specific subject matter knowledge and technical skills. Ongoing technical services could include:

- Knowledge of other regional and national CAPs and experience with various planning processes.
- Cost and economic analysis expertise for climate action implementation.
- Familiarity with best practices for climate action implementation, embedding mitigation and adaptation into organizational core operating functions, and climate budgeting.
- Access to a network of cities and counties across the country leading on climate action.
- Development of technical resources, materials, and presentations for advancing the CAP development process (e.g. technical memos, brief draft reports, and general presentations).
- Relating and interpreting technical climate science, climate change impacts, climate action and resilience strategies, and other climate-related issues to the public.
- GIS support and analysis to aid in climate resilience and energy studies.
- Technical analysis of data provided by DoE and/or a CAP consultant, including GIS support.
- Analysis and assessment of the CAP Priority Recommendations to aid in the compilation of the CAP's required studies, analysis, and assessments required to implement the CAP
- Analysis and recommendations to support assessment of the Supplemental Public Comments Report.

### **2. Facilitation**

EFC staff provides professional-level facilitation for community stakeholder engagement, local government planning, and group decision-making processes. With experience convening a wide range of stakeholders, including community residents, organizations, local government staff, and local elected officials, EFC can help ensure that DoE working group and planning meetings are inclusive, effective, and results oriented. Ongoing facilitation services could include:

- Agenda design and content development for stakeholder engagement workshops, webinars, and trainings addressing climate change impacts, risk assessment and adaptation planning, identification and prioritization of climate mitigation and adaptation actions, and preparation of the CAP.
- Work Group, Task Force, and Community engagement and facilitation.
- Day-of facilitation support for virtual and/or in-person meetings enlisting a number of liberating structures to elicit active participation as well as consensus building techniques to achieve group decision making.

### **3. Coordination**

EFC staff effectively organize and manage tasks that support the efforts of projects and programs across a wide spectrum of environmental topics, as well as local government finance and planning. EFC will assist DoE in organizing working groups, collaborating with partners, collecting, and analyzing stakeholder feedback, and managing deadlines. Coordination services could include:

- Assisting DoE with scheduling and planning stakeholder and working group meetings.
- Distributing meeting invitations, reminders, prep work, and follow up materials.
- Attending meetings, taking notes and providing meetings summaries on an as needed basis, to include possible evening and weekend hours.
- Providing on-call support of the County's CAP process.
- Microsoft Project for program timelines and project management.
- Grant writing and support.

### **4. Research**

EFC is a University-based center with access to a large library of peer-reviewed journals, as well as a vast network of academic and field practitioners working on climate change. EFC can bring to bear these resources and years of experience conducting research to provide updated information on CAP planning models and CAP action strategies. Research services could include:

- Review and research of innovative and successful CAP planning models and best practices from across the country as directed by DoE.
- Assess and analyze policy changes related to climate change as assigned with a specific focus on climate action implementation costs and climate budgeting.

### **5. Other:**

*As Requested by County:*

- Presentation and graphic services, including printing, and video development
- Translation and interpretation services for documents and meetings.
- Staff augmentation and project management services for programmatic efforts.
- Revision and copy-editing services of documents, manuals, etc.

### Timeline for Major Support Service Tasks

- Climate Task Force Working Group Support: November 14, 2022 thru through June 30, 2023.
- Climate Resident Advisory Group Support: November 14, 2022 thru through June 30, 2023.
- Presentation and document creation for County Council Presentation by June of 2023.
- Climate Task Force Magnitude of Cost and Analysis: November 14, 2022 thru through June 30, 2022.
- Support of County agencies and entities to identify costs, risk avoidance from climate implementation actions: November 14,2022 thru June 30, 2023.

