

CONSULTANT SERVICES MEMORANDUM OF AGREEMENT

THIS CONSULTANT SERVICES MEMORANDUM OF AGREEMENT, hereinafter referred to as the "Agreement," made and entered into this 24th day of September, 2012, by and between the COUNTY OF HAWAI'I, hereinafter referred to as the "County," and PETER S. ADLER DBA THE ACCORD GROUP, hereinafter referred to as the "Consultant," whose business address is 2471 Manoa Road, Honolulu, Hawai'i, 96822.

WITNESSETH:

WHEREAS, the County's DEPARTMENT OF RESEARCH AND DEVELOPMENT, hereinafter referred to as the "Department," promotes sustainable economic development through its various programs including energy, specifically clean and affordable renewable energy; and

WHEREAS, the County desires to conduct a scientifically thorough, culturally appropriate, and objective fact-finding study of the potential community health impacts from geothermal energy production in the Puna District; and

WHEREAS, a selection committee represented by the Department duly evaluated the professional services list applicable to: General education and training; facilitation; strategic planning; and conflict resolution; and

WHEREAS, the selection committee referenced hereinabove recommended the Consultant based on criteria including experience and professional qualifications, past performance on projects of similar scope, and capacity to accomplish the work in the required time; and

WHEREAS, the Consultant submitted a scope of services acceptable to the County, is qualified, ready, willing and able to provide such services; and

WHEREAS, the Director of the Department, hereinafter referred to as the "Director," verifies sufficient funds are available through the County of Hawai'i and now wishes to enter into an Agreement with said Consultant;

NOW, THEREFORE, in consideration of the mutual promise and agreement set forth herein, the Consultant hereby agrees to perform such services as hereinafter set forth, and the County, in consideration thereof, agrees to pay the Consultant such amounts as are hereinafter specified, all upon the following terms and conditions:

1. ENGAGEMENT OF CONSULTANT. The County hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services set forth in this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in

performing the services under this Agreement. All of the services required hereunder shall be performed by the Consultant or under its supervision, and none of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County.

2. BEST EFFORT. Consultant agrees that it will, at all times, faithfully, industriously, and to the best of its ability, experience, and talents, perform all of the duties that may be required of it pursuant to the express and implicit terms hereof to the reasonable satisfaction of the County.
3. SCOPE OF SERVICES. The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the Director, or as may be modified by written agreement by the parties as hereinafter set forth, the services described in Exhibit A, attached hereto and incorporated herein by reference.
4. TERM OF THE AGREEMENT. The services of the Consultant under this Agreement shall commence immediately on the day and year first above written and shall be for the period ending March 31, 2013, unless this Agreement is terminated sooner as hereinafter provided. Notwithstanding the foregoing, the term of this Agreement may be extended by written, mutual agreement of the parties. Upon fulfillment of the scope of work, as determined by the Director, the Director shall notify the Consultant in writing of satisfactory completion of this Agreement.
5. FINANCING. The Consultant hereby acknowledges and agrees that the County's total contribution under this Agreement shall not exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), inclusive of taxes and expenses.
6. METHOD OF PAYMENT. The County shall make available to the Consultant:
 - a. Upon execution of this Agreement and upon receipt of an invoice, the amount of TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500.00);
 - b. Two (2) payments, each in the amount of TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500.00), shall be made upon receipt and approval of an invoice and documentation of the successful completion of the deliverables described in Exhibit A, attached hereto; and
 - c. A final payment of TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500.00) shall be made to the Consultant after the Director's receipt, approval and acceptance of final deliverables described in Exhibit A, attached hereto, the satisfactory fulfillment of the terms of this Agreement, and receipt of a certificate of compliance as described in paragraphs 19 and 20 herein below.

7. MODIFICATION OF AGREEMENT. No waiver or modification of this Agreement or any covenants, conditions, or limitations herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence of any proceedings, arbitration, or litigation between the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth. The County may from time to time require changes in the scope of services of the Consultant to be performed hereunder. Such changes including any increase or decrease in the amount of the Consultant's compensation shall be incorporated by written amendment to this agreement.

8. DELAY IN PERFORMANCE OF CONTRACT. If any delay in the performance under this Agreement occurs as a result of unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including but not limited to, acts of God, acts of the public enemy, acts of the County with respect to this Agreement, acts of another contractor in the performance of a contract with the County, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Consultant and such subcontractors or suppliers, then the Consultant may be granted an extension of the time for performance corresponding to the delay. No extension of time, however, shall be granted unless a written application therefore stating in detail the cause or causes of delay is filed by the Consultant with the Director within ten (10) calendar days after the commencement of the delay. No extension of time shall be deemed a waiver of the right of the County to require the completion of the services under this Agreement within the time required herein as so extended by the specific terms of such extension, nor a waiver of right to terminate this Agreement for any other or additional delay not covered by the specific terms of such extension.

9. ABANDONMENT OF THE PROGRAM, DEATH OR DISABILITY OF CONSULTANT. In the event the County terminates this Agreement because it wishes to abandon, defer, restudy or revise the program, or in the event the Consultant, in the case of an individual, dies or becomes physically or mentally disabled, the Consultant or the Consultant's estate shall be compensated in the same proportion of the compensation under this Agreement as the services performed bear to the services to be performed under this Agreement.

10. RIGHT OF THE COUNTY TO TERMINATE. The County shall have the right to suspend performance under this Agreement or terminate this Agreement in whole or in part at any time by written notice to the Consultant. If the termination is for reasons other than default of the Consultant as provided in the paragraph entitled "Termination due to consultant's

default” hereinbelow, the Consultant shall be compensated in accordance with the paragraph entitled “Abandonment of the program, death or disability of Consultant” hereinabove.

11. TERMINATION DUE TO CONSULTANT’S DEFAULT. The County shall have the right to terminate this Agreement, if the Consultant:
 - a. Fails to begin work under this Agreement at the required times; or
 - b. Unnecessarily delays the performance of this Agreement or any part thereof; or
 - c. Fails to perform this Agreement in accordance with specified times; or
 - d. Fails to perform this Agreement in accordance with directions from the Director; or
 - e. Discontinues performance of this Agreement; or
 - f. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
 - g. Fails to pay for all labor, tools, material and/or equipment; or
 - h. Violates or fails to comply with any of the terms, covenants and conditions of this Agreement.

12. AUTHORITY TO WITHHOLD MONEY DUE OR PAYABLE: The County may withhold such amounts from the money due or to become payable under this Agreement to the Consultant as may be necessary to protect the County against liability or to satisfy the obligations of the Consultant to the County.

13. INDEMNIFICATION. The Consultant shall perform this Agreement as an independent contractor and shall indemnify and save the County and its officers and employees harmless from any and all deaths, injuries, losses and damages to persons or property, and any and all claims, demands, suits, action and liability therefore, caused by error, omissions or negligence in the performance of this Agreement by the Consultant or the Consultant’s subcontractors, agents and/or employees, until such time as action against the Consultant for death, injuries, losses and damages is barred by the provisions of Chapter 657, Hawai’i Revised Statutes, as amended, relating to limitations of actions.

14. AUTHORITY OF THE DIRECTOR. The Director shall decide any question or dispute concerning any provision of this Agreement, which may arise during its performance. The Director’s decision shall be final and binding upon all parties unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence, provided that nothing herein shall be construed as making final and binding any decision of the Director on a question of law. Pending final decision of any dispute or question, the Consultant shall proceed diligently with the performance under this Agreement in accordance with the decision of the Director.

15. LAWS AND REGULATIONS. All aspects of the Project and the conduct of the Consultant shall conform to, and be in the best interest of, all applicable codes, rules and regulations of all regulatory agencies having jurisdiction over all aspects of the scope of the Project and the services provided in conjunction therewith, including but not limited to, the applicable requirements of:

- a. All sections of the Hawai'i County Charter and Hawai'i County Code;
- b. Chapter 103, Hawai'i Revised Statutes, as amended, relating to expenditure of public money;
- c. Chapter 378, Hawai'i Revised Statutes, as amended, relating to fair employment practices;
- d. Chapter 489, Hawai'i Revised Statutes, as amended relating to discrimination in public accommodations;
- e. Chapter 396, Hawai'i Revised Statutes, as amended, relating to occupational safety and health; and
- f. Chapter 386, Hawai'i Revised Statutes, as amended, relating to workers' compensation law; and
- g. Nondiscrimination Clause: During the performance of this Agreement, the Consultant agrees as follows:
 - i. The Consultant shall comply with all requirements set forth in federal and state laws and regulations relative to Title VI of the Civil Rights Act of 1964, as amended, which provide for non-discrimination in federally assisted programs.
 - ii. The Consultant shall not discriminate against any employee or applicant for employment because of sex, pregnancy, race, ancestry, national origin, religion, color, disability, genetic information, age, marital status (including civil unions), military status, veteran's status, sexual orientation, gender identity, gender expression, lactation, domestic or sexual violence victim status (including those who have a minor child who is a victim of domestic or sexual violence), arrest and court record, citizenship, or any other classification protected by state or federal law. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Consultant agrees to post in conspicuous places notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
 - iii. The Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants shall receive consideration for employment without regard to sex, pregnancy, race, ancestry, national origin, religion, color, disability, genetic information, age, marital status (including civil unions), military status, veteran's status,

sexual orientation, gender identify, gender expression, lactation, domestic or sexual violence victim status (including those who have a minor child who is a victim of domestic or sexual violence), arrest and court record, citizenship, or any other classification protected by state or federal law. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled or suspended in whole or in part and the Consultant may be declared ineligible for further County contracts until such time that the Consultant by satisfactory evidence, in good faith, ceases such discriminatory practices or procedures.

- iv. The Consultant who subcontracts any portion of the Agreement shall assure the County that such subcontractor shall abide by the nondiscrimination provisions stated herein and agrees that any subcontractor who is found in violation of such provisions shall subject the principal Consultant's Agreement with the County to be terminated or suspended pursuant to this Agreement.
- v. The County may direct any bidder, prospective consultant, or subcontractor to submit a statement in writing signed by an authorized officer, agent, or employee of the contracting party that the signer's practices and policies do not discriminate on the grounds of sex, pregnancy, race, ancestry, national origin, religion, color, disability, genetic information, age, marital status (including civil unions), military status, veteran's status, sexual orientation, gender identity, gender expression, lactation, domestic or sexual violence victim status (including those who have a minor child who is a victim of domestic or sexual violence), arrest and court record, citizenship, or any other classification protected by state or federal law, and that the terms and conditions of employment under the proposed Agreement shall be in accordance with the purposes and provisions stated herein.

The Consultant shall comply with all such present county, state and federal laws, ordinances, codes, rules and regulations, and all amendments thereto. If any discrepancy or inconsistency is discovered between this Agreement and any such law, ordinance, code, rule or regulation, the Consultant shall forthwith report the same in writing to the Director.

- 16. REMEDIES NOT EXCLUSIVE. The express provision herein of certain measures that may be exercised by the County for its protection shall not be construed to preclude the County from exercising any other or further legal or equitable right to protect its interests.
- 17. OWNERSHIP OF DOCUMENTS. All reports, studies, investigations, exhibits, documents, collateral material, and related products appurtenant to this Agreement shall become the exclusive property of the County for its use thereafter. The County reserves the right to re-

use and apply the products appurtenant to this Agreement on other projects as it sees fit. The Consultant shall not bear any responsibility for all such applications of said products where not directly related to, and applied in conjunction with, the scope of this Agreement. Upon completion, the Consultant agrees to relinquish and furnish to the County all reports, studies, investigations, exhibits, documents, collateral material, and related products which hereinafter shall become the property of the County.

18. EMPLOYMENT STATUS. In the performance of the services required under this Agreement, the Consultant shall be an independent contractor with the authority to control and direct the performance and details of the work and services required under this Agreement; however the County shall have a general right to inspect work in progress, with proper and reasonable notice, to determine whether in the opinion of the County, the work is being performed by the Consultant in accordance with the provisions of this Agreement. It is agreed and understood that the Consultant shall not be entitled to the benefits and privileges of an employee of the County of Hawai'i under the County's Civil Service System, and it is further agreed and understood that the Consultant shall be excluded from participating in any fringe benefits resulting from work performed under this Agreement.

All persons hired or used by the Consultant shall be the Consultant's agents and employees and the Consultant shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed by its agents and employees.

Furthermore, the Consultant intentionally, voluntarily, and knowingly assumes the sole and entire liability, if any such liability is determined to exist, to its agents and employees, or to third persons, for all losses, costs, damages, or injury caused by the Consultant and employees in the course of their employment.

The performance of work under this Agreement alone shall not be construed as employment with the County and shall not entitle the Consultant or the Consultant's agents and employees to vacation, sick leave, retirement, or other benefits directly afforded County employees. The Consultant shall be responsible for payment of income, social security, and any other federal, state, or local taxes that it may be required to pay.

19. TAX CLEARANCE. The Consultant, before entering into a contract with the County of Hawai'i, will obtain State and Federal Tax Clearances through Hawai'i Compliance Express (HCE) in accordance with ACT 190, Hawai'i Revised Statutes section 103D-310(c). The HCE Proof of Compliance will certify that all delinquent taxes levied or accrued under State and Federal statutes against said person, firm or corporation have been paid, and any other evidence requested by and acceptable to the contracting officer to demonstrate that the Consultant is not in default of any obligations due to the state or federal government or any of its political subdivisions. The tax clearance must be valid on the date this Agreement is signed by the Consultant. It is the Consultant's responsibility to remain compliant at all times in order for the HCE certificate to be valid. Final payment will not be made on any

agreement out of compliance. In the event the Consultant is unable to register with HCE within ten (10) calendar days of being requested to do so, the County may proceed to re-open negotiations with other eligible consultants.

20. PROOF OF COMPLIANCE. The following proof of compliance certificates are included on the above referenced HCE Proof of Compliance, and are required from the Consultant to the County when entering into an agreement.
21. AUDITS, INSPECTIONS AND MONITORING. At any time during normal business hours, the Consultant shall make all of its records relating to matters covered by this Agreement available to the County, in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement. The Consultant shall maintain all such records for a period of seven (7) years after the final payment under this Agreement is made and all other matters are closed.
22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties; and there are no agreements, understandings, covenants, warranties or representations between the parties except as set forth in this Agreement. This Agreement cannot be amended except in writing and executed by the parties.
23. HEADINGS. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
24. CONSTRUCTION OF CONTRACT. The masculine shall be deemed to embrace and include the feminine and the singular shall be deemed to embrace and include the plural whenever required in the context of this Agreement.
25. FORUM SELECTION CLAUSE. No action or proceeding involving this Agreement shall be commenced by either party except in the Circuit or District Courts of the Third Circuit, County of Hawai'i, State of Hawai'i; nor shall any action commenced in such court be removed or transferred to any other state or federal court.

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

APPROVAL RECOMMENDED

By: _____

Department of Research and Development,
County of Hawai'i

COUNTY OF HAWAII

By: _____

Its: Mayor

COUNTY

~~APPROVED AS TO FORM AND LEGALITY:~~

Deputy Corporation Counsel

Date: SEP 20 2012

By: _____

Its: Sole Proprietor

9-13-12

CONSULTANT

STATE OF HAWAI'I)
) SS.
COUNTY OF HAWAI'I)

On this 13 day of September, 2012, before me appeared Peter S. Adler, to me personally known, who, being by me duly sworn, did say that he is the Owner and Principal of PETER S. ADLER DBA THE ACCORD GROUP, a Hawai'i Sole Proprietorship; that the foregoing instrument was signed on behalf of the sole proprietorship; and the said sole proprietor acknowledged said instrument to be the free act and deed of said sole proprietorship.



[Handwritten Signature]

Signature

OLIVIA E. DOI

Print or Type Name

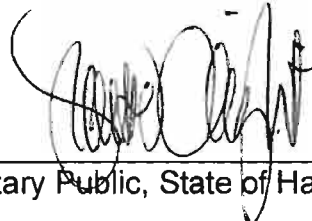
Notary Public, State of Hawai'i

My Commission Expires: 09/28/2012

Document Date: <u>9/13/12</u>	# Pages: <u>17</u>	
Notary Name: <u>OLIVIA E. DOI</u>	First Circuit	
Doc. Description: <u>Consultant Services</u>		
<u>Memorandum of Agreement</u>		
<i>[Handwritten Signature]</i>	<u>9/13/12</u>	

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 24th day of September, 2012 before me personally appeared WILLIAM P. KENOI, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Hawai'i, a municipal corporation of the State of Hawai'i; that the seal affixed to the foregoing instrument is the corporate seal of said County of Hawai'i; that the foregoing instrument was signed and sealed in behalf of the County of Hawaii by authority given to said Mayor of the County of Hawai'i by Section 5-1.3 and 13-13 of the County Charter, County of Hawai'i (2010), as amended; and said WILLIAM P. KENOI acknowledged said instrument to be the free act and deed of said County of Hawai'i.



LS.

Notary Public, State of Hawai'i, 3rd Jud. Cir.

Printed Name: Paulette Cainglit

My Commission Expires: 12/16/2013

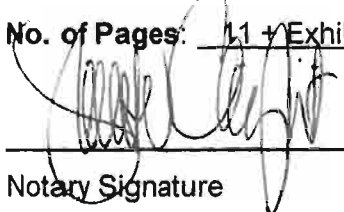
NOTARY CERTIFICATION

Document Description: Consultant Services Memorandum of Agreement
(County of Hawai'i / Peter S. Adler dba The Accord Group)

Doc. Date: September 24, 2012 undated at time of notarization.

No. of Pages: 11 + Exhibits **Circuit:** Third

LS.



September 24, 2012

Notary Signature

Date

Notary Name: Paulette Cainglit

Puna Geothermal Public Health Assessment

A Joint Fact-Finding Study Group Related to Geothermal Energy Production

1. Objectives

First, it will bring together a reasoned, sustained, civil and fact-seeking deliberation between associated scientific disciplines, local medical expertise and knowledgeable community representatives to capture in one document a listing of the public health questions surround pertinent to the production of geothermal energy in the Puna region.

Secondly, it will create a reliable inventory of existing studies that address the public health concerns surrounding geothermal plants and other H₂S emitting facilities around the world to serve as a baseline for the current state of knowledge on the topic.

Thirdly, it will develop a set of recommendations about the priorities and preferred methodologies for future scientific and monitoring studies that may be required or that can best assist the County and the Windward Planning Commission to make informed decisions about the appropriate use of the Geothermal Asset Fund to help protect the long term health of the neighboring communities that surround geothermal energy development on Hawaii Island.

2. Methodology

Acting independently and at arm's length from elected officials and pro- or anti-geothermal energy advocates, the project will center on a well-executed independent but balanced "Study Group" designed and managed by an independent third party ("Project Director", and deploying the best practices of Joint Fact Finding ("JFF"). This project will take an estimated 5 to 6 months.

3. Process and Tasks

1. Preparation and Initial Review. Gather a preliminary inventory of existing studies and base data to outline key areas of inquiry and expertise and to identify potential stakeholder groups and their primary concerns. Hold meetings with key County officials and others to clarify expectations and define procedures for the professionally administered independent joint fact finding engagement.

Deliverable: an initial list of studies to be provided to study group members.

2. Initial Interviews. Initial semi-structured interviews with 15-25 people to identify (a) potential health related issues to be flagged for study; and (b) potential voices and views to populate the study group. The interview pool will be composed of knowledgeable stakeholders as well as capable technical and scientific experts.

Deliverable: a brief report on reactions, suggestions, themes heard, and recommendations of specific names to serve on the Study Group.

3. Document Gathering. Using graduate student researchers, compile a more expansive set of reference documents that can be annotated and made available both electronically and in a binder. This will ultimately be made available to the public on the County's website.

Deliverable: a read-ahead briefing book and the beginning of a more fully annotated bibliography.

4. Convening. Letter from the Project Director asking specific people to participate. Convene the group for an anticipated set of 5 meetings (with additional meetings to be scheduled if required) over a 2-4 month period with a clear and mutually agreed upon group charter and statement of the anticipated outcome of independent findings and recommendations to be submitted to the Windward Planning Commission. Meetings will not be subject to Sunshine Law but will be open to the public with opportunities for public comment as the group agrees.

Deliverable: draft charter of goals, protocols, and expectations to be reviewed, amended as may be needed, and then initialed by all study group members.

5. Study Group Meetings and Format.
 - i. 1st meeting to establish full understandings on scope of the project and rules of the road, engage preliminary thinking on geothermal health issues, and take a first pass at identifying, characterizing and categorizing actual or potential health questions to be studied. Brief presentations from invited energy, geo-chemistry, medical or public health experts will also be made at some of the meetings. Graduate students will be recruited to assist with meeting recording and to undertake additional fact finding and research between meetings. Format: a ¾ - day meeting in a comfortable location. Flip charts or white boards. Prepared handouts to include a draft Charter and an interim summary of studies.
 - ii. 2nd meeting to review information gathered and undertake a first pass at annotating and ranking issues. Format: a ½ - day meeting in a comfortable location. Flip charts or white boards. Prepared handouts and other materials as needed.
 - iii. 3rd meeting to undertake a rough ranking of issues in terms of their scientific and technical hazard and exposure, prepare a possible sequence for future study and monitoring, identify preferred methodologies and develop a list of the types of expertise needed to conduct future studies and monitoring. Format: a ½ - day meeting in a comfortable location.

Flip charts or white boards. Prepared handouts and other materials as needed.

Deliverable: An outline of a proposed final report containing preliminary findings.

iv. 4th meeting. Public presentation of tentative findings and invitation to submit comments. Format: a 1/2 - day meeting in a comfortable location. Flip charts or white boards. Prepared handouts and other materials as needed.

v. Additional meetings, if required. These may be sessions of the Study Group, additional briefings to Council by project director, further discussions with community or scientific experts, or meetings with the Commission or community)

vi. Ask at least three independent outsiders to peer review the report.

Deliverable: A preliminary report and comments from peer reviewers.

vii. Provide a public briefing to the Mayor, Council, and Commission and take public comments. Format: a 1/2 - day meeting in a comfortable location. Flip charts or white boards. Prepared handouts and other materials as needed.

viii. 5th and final meeting to finalize key report. Format: a 1/2 - day meeting in a comfortable location. Flip charts or white boards. Prepared handouts and other materials as needed.

ix. Prepare and submit a final report to the Administration, the County Council, and the Windward Planning Commission.

Deliverable: final report. Three copies of the final report and a digital file for County duplication and web posting will be provided as needed.

The first meeting will be a 3/4 - day meeting. Most meetings thereafter are assumed to be roughly 4 hours in length though longer sessions may be required. Deliverable: meeting summaries.

4. Resources Required

Students. This project will require the assistance of at least 2 graduate students, preferably from East Hawaii if available, who will serve as research assistants for the duration of the project. If possible, there may be some students from UHH who require practicum or internship hours. These students can come from any of a number of

disciplines but will be trained and guided by the project director. They will assist with bibliographic research, meeting preparation and management, and annotation.

Invited Presenters. Individuals with relevant expertise, strong advocacy positions and state agencies may be invited to make presentations to the Study Group (some will necessitate interisland travel).

Project Leadership. Peter S. Adler will serve as independent Project Director and a director's assistant will be recruited upon execution of contract.

5. Project Director - Estimated Hours and Tasks

	Tasks	Hours	Notes
1.	Preparation and Review.	8	Includes discussions with Mayor's office and others in the County to launch project.
2.	Interviews	30	Includes scheduling time.
3.	Document gathering	8	Direct and work with grad students
4.	Convening	8	As needed, assist Mayor's office with roll out.
5.	Mtg 1	12	Includes preparation and coordination.
	Mtg 2	12	"
	Mtg 3	12	"
	Public presentation	12	"
	Mtg 5	12	"
	Additional meetings and/or briefings	38	Reserved for additional meetings of study group, or other meetings, as needed.
6.	Circulate to independent peer reviewers and review comments.	8	
7.	Report and wrap up	32	Drafting and finalization
8.	Miscellaneous and contingency	40	
	Total	228	228 Hours x 125 = \$28,500

Other Costs

Travel Costs (Project Director)	10 2-day trips (air @ 250 RT; hotel @150 p/night); meals at 45 p/day x2; car @45 p/day x 2 + 40 gas) = 620 p/trip x 8 trips	\$4,960
Assistant Project Director	100 x \$40 hours	\$4,000
Travel Costs (Assistant to Project Director)	10 2-day trips (air @ 250 RT; hotel @150 p/night); meals at 45 p/day x2; car @45 p/day x 2 + 40 gas) = 620 p/trip x 8 trips	\$4,960
Travel Costs for Oahu Invited Presenters	5 presenters (air @250; RT; hotel @	\$2,338

	150 p/night); meals at 45 p/day x 1.5 days	
Honoraria for 2 grad students		\$2,000
Refreshments for mtgs	\$75 p/meeting x 10	\$ 750.
Honoraria for 3 peer reviewers	750 ea x 3	\$2,250
Miscellaneous reproduction, postage, and supplies		\$242.00

Total Estimated Costs = \$50,000.

Should the County add additional tasks or deliverables, either contractor or the County may propose specific contract amendments.

6. Proposed Schedule

This schedule must remain somewhat flexible and optimistic but assuming a contract can be finalized and executed shortly, the following are target dates by deliverable:

- Deliverable #1: An initial list of studies to be provided to study group members. Target Date: By September 30, 2012.

Deliverable #2: A brief outline on reactions, suggestions, and themes heard in the interviews and appointment of specific names to serve on the Study Group. Target Date: By November 1, 2012

- Deliverable #3: A read-ahead briefing book and the beginning of a more fully annotated bibliography. Target Date: By November 10, 2012
- Deliverable #4: A completed first meeting of the study group and an initialed draft charter of goals, protocols, and expectations to be reviewed, amended as may be needed. Target Date: By November 15, 2012
- Deliverable #5: An outline of a proposed final report containing preliminary findings that can be the basis for a public presentation. Target Date: January 7, 2013.
- Deliverable #6: A preliminary draft report and comments from peer reviewers. Target Date: By January 23, 2013
- Deliverable #7: Presentations to the County and three copies of the final report and a digital file for County duplication and web posting. Target Date: By February 28, 2013.

7. Proposed Payment Schedule

Per the deliverables, I suggest invoicing you on the following arrangement:

- 25% on execution of a contract.
- 25% on a completed first meeting of the study group and an initialed draft charter of goals, protocols, and expectations to be reviewed, amended as may be needed (Deliverable #4).
- 25% on completion of a preliminary draft report and comments from peer reviewers (Deliverable #6).
- 25% on presentation and acceptance by the County of three copies of the final report and a digital file for County duplication and web posting.