

Attachment A

Amendment 2 to the Agreement for Services of Independent Contractor

THIS AMENDMENT 2 TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (“Amendment 2”), by and between the County of Santa Barbara (the “County”) and Willdan Financial Services (“Contractor”), is effective as of March 21, 2017 (“Amendment 2 Effective Date”). Initially capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement (as defined in the Recitals below), as amended by Amendment 1 (as defined in the Recitals below).

## RECITALS

WHEREAS, Contractor and the County entered into that certain Agreement for Services of Independent Contractor effective as of May 10, 2016 (the “Agreement”), which was amended by that certain Amendment 1 to the Agreement for Services of Independent Contractor effective as of September 8, 2016 (“Amendment 1”); and

WHEREAS, the County experienced delays in receiving the electricity load data needed by the Contractor to perform the services identified in the Agreement; and

WHEREAS, the electricity load data received by the County requires additional quality assurance work performed by the Contractor; and

WHEREAS, the County desires to include an additional procurement scenario to assess a portfolio with a higher renewable energy content; and

WHEREAS, the County desires additional time for review of the deliverables identified in the Agreement; and

WHEREAS, as a result of the aforementioned schedule delays, Contractor and the County wish to amend the Agreement, as amended by Amendment 1, (1) to extend the Term of the Agreement and (2) to modify Exhibit B “PAYMENT ARRANGEMENTS” and Attachment B1 “Schedule of Fees” to reallocate line item costs among tasks without increasing the authorized budget amount.

WHEREAS, this Amendment 2 incorporates the terms and conditions set forth in the Agreement, as modified by Amendment 1, except as modified by this Amendment 2.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

The Agreement is amended as follows:

1. Delete Section 4 “TERM” in its entirety and replace with “CONTRACTOR shall commence performance on May 10, 2016, and end performance upon completion, but no later than September 30, 2017, unless otherwise directed by COUNTY or unless earlier terminated. To allow for completion of the Scope of Work, the Director of the County Community Services Department or designee is authorized to execute amendments on behalf of COUNTY to make changes extending the length of the Term up to a maximum of 6 months (March 31, 2018).”
2. Delete Exhibit B “PAYMENT ARRANGEMENTS” and Exhibit B1 “Schedule of Fees” in their entirety and replace with the following:

**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation at Selected Milestones (with attached Schedule of Fees)**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$220,756**.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Exhibit B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Exhibit B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis of **Exhibit B1**, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Maximum Amount Chargeable	Milestone Description
\$35,861	Completion of Task 1, Kick-off Meeting and Finalization of Project Objectives, and Task 2, Load Study and 10-year Load Forecast
Up to \$184,895	Satisfactory completion of all tasks and deliverables as defined in the Agreement, Exhibit A Scope of Work.

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**EXHIBIT B1**

**Schedule of Fees**

**Budget**

The total budget is not to exceed \$220,756, which includes \$172,622 for this Scope of Work (Exhibit A), up to \$5,000 for optional peer review cooperation (Exhibit A Section 10) if requested by COUNTY (billed at the rates listed in the Rate Schedule below), and up to \$42,954 for optional additional pro forma analysis (see below) if requested by COUNTY.

	<b>EnerNex</b>	<b>Willdan</b>	<b>Dale Murdock</b>	<b>TOTAL</b>
Direct Labor Hours	372	233	101	706
Direct Labor Costs	\$52,779	\$31,942	\$16,363	\$101,084
Overhead Rate	63%	57.50%	54%	
Overhead Cost	\$33,251	\$18,367	\$8,836	\$60,453
<i>Subtotal Labor + Overhead</i>	\$86,030	\$50,309	\$25,199	\$161,537
Travel Expenses	\$7,213	\$2,108	\$1,764	\$11,085
Other Expenses	\$0	\$0	\$0	\$0
<i>Total</i>	\$93,243	\$52,417	\$26,963	\$172,622
<b>Grand Total</b>	<b>\$172,622</b>			

\* Includes supplemental cost estimate for the 7 cities of San Luis Obispo County

Each additional pro forma analysis requested by geographic area (beyond the initial five geographic areas to be analyzed).	\$5,000	\$8,000		\$13,000
--	---------	---------	--	----------

**RATE SCHEDULE**

<b>Firm</b>	<b>Resource</b>	<b>Labor Rate</b>	<b>Overhead Rate</b>	<b>Straight + Overhead Rate</b>
<i><b>EnerNex</b></i>	<i>Jeremy Laundergan</i>	\$155.00	63%	\$250
	<i>Kay Stefferud</i>	\$145.00	63%	\$235
	<i>Sean Morash</i>	\$110.00	63%	\$180
<i><b>Willdan</b></i>	<i>Chris Fisher</i>	\$145.00	57.5%	\$230
	<i>Jeff McGarvey</i>	\$140.00	57.5%	\$220
	<i>Lisa Vedder</i>	\$135.00	57.5%	\$215
<i><b>Dale Murdock</b></i>	<i>Dale Murdock</i>	\$162.00	54%	\$250

3. Unless otherwise amended pursuant to this Amendment 2, all provisions of the Agreement, as amended by Amendment 1, shall remain unchanged and in full force and effect.
4. This Amendment 2 may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

[signature pages follow]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment 2 to be executed by their duly authorized representatives as of the Amendment 2 Effective Date.

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

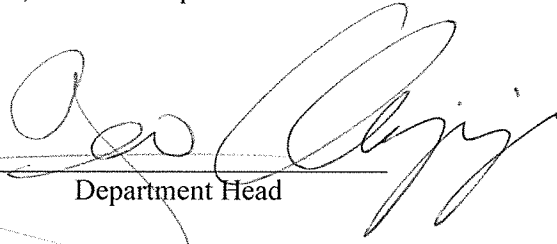
COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
Deputy Clerk


By: \_\_\_\_\_  
JOAN HARTMANN  
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:  
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

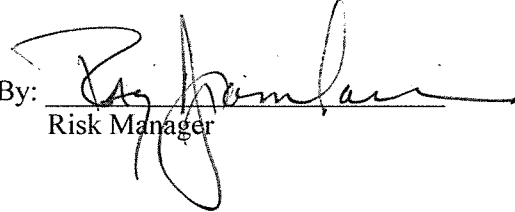
By:   
Deputy Auditor- Controller

BY:   
Department Head

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
Deputy County Counsel

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGEMENT

By:   
Risk Manager

**WILLDAN FINANCIAL SERVICES**

By:



A handwritten signature in black ink, appearing to read 'Mark J. Risco', is written over a horizontal line.

Name: Mark J. Risco

Title: President and CEO

Date: 2/24/2017