

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Optony Inc. with an address at 2855 Kifer Road, Suite 201, Santa Clara, CA 95051 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, on October 3, 2017, COUNTY Board of Supervisors directed staff to explore issuance of a Request for Proposals for an energy consultant to analyze COUNTY facilities for local electrical capacity resources and to reach out to other agencies and large customers to inquire about their participation in such a planning effort; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DEFINITIONS

All terms used in the singular will be deemed to include the plural, and vice versa. The words "herein," "hereto," and "hereunder" and words of similar import refer to this Agreement as a whole, including all exhibits or other attachments to this Agreement, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this Agreement, except as the context clearly requires otherwise. "Includes" or "including" when used herein is not intended to be exclusive, or to limit the generality of the preceding words, and means "including without limitation." The word "or" is not exclusive.

- 1.1.1 **Base Project Cost:** The price for Strategic Energy Planning services for all Cooperating Partners exclusive of any optional tasks
- 1.1.2 **Cooperating Cities:** Collectively, the Cities of Carpinteria and Goleta as identified in EXHIBIT A. The term "Cooperating Cities" shall also refer to any cities that are identified by COUNTY in accordance with EXHIBIT B.
- 1.1.3 **Clean Energy:** Collectively, Distributed Energy Resources and Utility Scale Renewable Energy projects
- 1.1.4 **Clean Energy Potential Study ("Potential Study"):** Statistical modeling and mapping of county-wide land to estimate clean energy resource capacity
- 1.1.5 **Clean Energy Roadmap ("Roadmap"):** A plan that identifies high-potential locations for siting Clean Energy projects and outlines financial, policy, and programmatic strategies for spurring development of Clean Energy projects
- 1.1.6 **Community Workshop:** Meetings held by CONTRACTOR and Cooperating Partners to inform stakeholders of local clean energy opportunities, answer questions, and solicit feedback from the community

- 1.1.7 **Consultant Team:** The team led by Optony, Inc. and consisting of Colorado Energy Group, Inc.; BIRA Energy, Inc.; and, AZENTIVE, LLC as subcontractors to Optony, Inc.
- 1.1.8 **Contractor:** Optony, Inc., the company with whom the County will have a contractual relationship
- 1.1.9 **Cooperating Partners:** Collectively, the County and Cities
- 1.1.10 **County:** County of Santa Barbara
- 1.1.11 **Distributed Energy Resources (“DER”):** Small-scale power generation technologies, typically in the range of 3 kilowatts to 10,000 kilowatts (10 megawatts), located close to where electricity is used to provide an alternative to or an enhancement of the traditional electric power system. Specific DER technologies may include:
 - 1.1.11.1 **Advanced Technology:** System controls and innovative grid design
 - 1.1.11.2 **Cogeneration:** Production of electricity from steam, heat or other forms of energy as a byproduct of another process
 - 1.1.11.3 **Demand Response:** A change in the power consumption of an electric utility customer to better match the demand for power with the supply
 - 1.1.11.4 **Distributed Generation:** Projects that have a generation capacity of less than 10 megawatts and qualify as an eligible energy resource as defined by the California Energy Commission in its *Renewables Portfolio Standard Eligibility Guidebook*, as amended from time to time
 - 1.1.11.5 **Energy Storage Facility:** An energy storage device or multiple devices at a single location. May be any of various technology types, including, but not limited to, electric vehicle charging stations or batteries
 - 1.1.11.6 **Micro-grid:** An energy system with self-contained generation, distribution, storage, and energy management components that can operate independently or connect to the electric grid
 - 1.1.11.7 **Permanent Load Shifting:** The shifting of energy usage from one time period to another during the course of a day on a regularly recurring basis, typically to take advantage of favorable pricing
- 1.1.12 **Project Manager:** Role played by COUNTY providing overall coordination of the Strategic Energy Planning Services performed by Consultant Team, and intermediary between Consultant Team and Cooperating Partners
- 1.1.13 **Strategic Energy Planning Services:** Technical support to be provided by Consultant Team to Cooperating Partners to identify opportunities for Clean Energy development
- 1.1.14 **Utility Scale Renewable Energy (“USRE”):** Renewable energy generation projects that have a generation capacity of 10 megawatts or greater and that qualify for the California Renewables Portfolio Standard as defined by the California Energy Commission’s *Renewables Portfolio Standard Eligibility Guidebook*, as amended from time to time

2. DESIGNATED REPRESENTATIVE

Marisa Hanson-Lopez at phone number (805) 568-3530 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jonathon Whelan at phone number (415) 450-7032 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

3. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Roc Lowry, Contract and Fiscal Lead
County of Santa Barbara, Sustainability Division
123 E. Anapamu Street, Rm 228
Santa Barbara, CA 93101
Email: lowryroc@co.santa-barbara.ca.us

To CONTRACTOR: Jonathan Whelan, Director of Operations
Optony Inc.
2855 Kifer Rd., Ste. 201
Santa Clara, CA 95051
(415) 450-7032
jonathan.whelan@optonyusa.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

4. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

5. TERM

CONTRACTOR shall commence performance on August 14, 2018, and end performance upon completion, but no later than June 30, 2019, unless otherwise directed by COUNTY or unless earlier terminated. To allow for the 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.

6. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

7. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

8. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

9. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

10. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

11. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

12. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

13. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

14. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

15. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

16. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

17. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

18. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

19. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

20. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

21. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

25. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

26. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

27. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

28. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

29. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

32. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

33. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the County of Santa Barbara and Optony Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

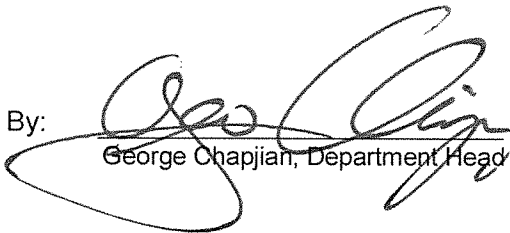
By: _____
Deputy Clerk

By: _____
Das Williams, Chair, Board of
Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Community Services Department

By: 
George Chapjian, Department Head


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

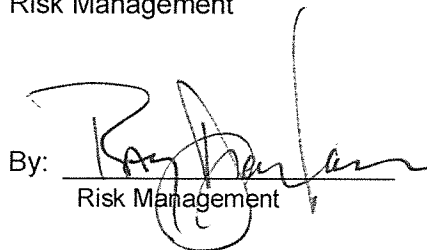
APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy

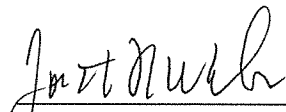
APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

CONTRACTOR:

Optony Inc.

By: 
Authorized Representative
Name: Jonathan Whelan
Title: Director of Operations

**EXHIBIT A
STATEMENT OF WORK**

1. Overview of Work to Be Performed

Consultant Team led by CONTRACTOR shall provide Strategic Energy Planning Services to help COUNTY and Cooperating Cities conduct a study to assess Utility Scale Renewable Energy (USRE) and Distributed Energy Resources (DER) potential within County for the jurisdictions below. Collectively, the COUNTY and Cooperating Cities are referred to as Cooperating Partners.

Table 1. Cooperating Partners

COUNTY	County of Santa Barbara
COOPERATING CITIES	City of Carpinteria
	City of Goleta

CONTRACTOR shall conduct a Clean Energy Potential Study, including an analysis of electrical energy consumption, geographic and physical suitability, and technical and financial feasibility of public and private properties throughout the unincorporated areas of the County and the incorporated areas of Cooperating Cities.

The analysis shall identify a pool of high-priority properties for more in-depth analysis. Based on this further analysis, and after taking stakeholder input into consideration, CONTRACTOR shall produce a county-wide Clean Energy Roadmap that encompasses the unincorporated County and incorporated areas of Cooperating Cities, as well as separate, individualized Roadmaps for each Cooperating Partner as appendices. CONTRACTOR shall also assist Cooperating Partners with preparation and submission of funding opportunities to implement elements of the Roadmap.

2. Tasks

2.1 Task 1: Kick-off Meetings and Finalization of Project Objectives

- 2.1.1 CONTRACTOR will initiate a kick-off meeting with Cooperating Partners to review project objectives, tasks, and schedule.
- 2.1.2 Following kick-off meeting, CONTRACTOR will initiate individual meetings with Cooperating Partners to better understand Cooperating Partner-specific goals, opportunities, and constraints. These individual meetings will also be used to refine optional tasks to be completed for and paid by applicable Cooperating Partner as an incremental cost to the Base Project Cost.

2.2 Task 2: Conduct Clean Energy Potential Study to Identify Properties throughout Santa Barbara County that are Well-Suited for Clean Energy Development

- 2.2.1 CONTRACTOR will conduct county-wide statistical modeling and mapping to determine total estimated electric generation capacity by resource, and then identify properties, both public and

private, with likely potential generation capacity of 500 kilowatts or more, or the generation capacity threshold identified by each respective Cooperating Partner.

- 2.2.2 CONTRACTOR will conduct a technical and economic feasibility assessment of the resource potential for Clean Energy technologies at properties identified.
 - 2.2.2.1 As part of the technical feasibility assessment, CONTRACTOR will evaluate the electric generation potential, interconnection requirements, and other factors recommended by CONTRACTOR to help determine the suitability of evaluated properties.
 - 2.2.2.2 As part of the economic feasibility assessment, CONTRACTOR, in consultation with Cooperating Partners, will develop cost-effectiveness thresholds to be used to rank properties as high, medium, and low priority.
- 2.2.3 CONTRACTOR will rank properties as high, medium, and low priority as determined by technical viability and likely cost-effectiveness.

2.3 Task 3: Analyze High-Priority Properties (up to 50)

- 2.3.1 CONTRACTOR will conduct a more in-depth analysis of high-priority properties to outline recommended Clean Energy project(s) to be developed at each high-priority property. For each recommended Clean Energy project, CONTRACTOR will:
 - 2.3.1.1 Estimate project development and operational costs and cost-savings;
 - 2.3.1.2 Identify potential development constraints and recommend possible policy and programmatic solutions to overcome those constraints;
 - 2.3.1.3 Recommend project ownership and management configurations, including public-private partnership opportunities;
 - 2.3.1.4 Assess potential impacts to future community choice energy program development; and
 - 2.3.1.5 Position the Cooperating Partners to secure future funding opportunities to implement high-priority projects by providing "pitch ready" project plans and budgets.

2.3.2 *Optional: Analysis of Additional Properties (\$2900 each)*

A Cooperating Partner may choose to have additional properties that were not identified as high-priority analyzed by CONTRACTOR. The Cooperating Partner electing the optional property analysis will incur the cost for each additional property.

2.4 Task 4: Conduct Community Workshops near High-Priority Properties

- 2.4.1 CONTRACTOR will host up to three community workshops with a focus on nearby high-priority properties. COUNTY, in coordination with Cooperating Partners, shall identify the workshop locations. The workshop will summarize the Clean Energy Potential Study and the opportunities identified by CONTRACTOR. Workshops will be an opportunity to both inform the community and stakeholders about clean energy opportunities locally, as well as to answer questions and solicit feedback from stakeholders.
- 2.4.2 ***Optional: Additional Community Workshops (\$3400 each)***
Cooperating Partner(s) may choose to hold an additional Community Workshop in or near their jurisdiction. The cost for each additional workshop will be incurred by the Cooperating Partner(s) electing the optional workshop.

2.5 Task 5: Develop Clean Energy Roadmap for Santa Barbara County

- 2.5.1 Based on the results from the high-priority property analysis and stakeholder input from Community Workshops, CONTRACTOR will develop a county-wide Roadmap. The Roadmap will provide guidance and a framework for pursuing Clean Energy development; solutions to grid reliability issues; and a pathway to meet renewable energy, economic development, and emissions reductions goals.
- 2.5.2 CONTRACTOR will prepare separate, individual Roadmaps for each Cooperating Partner to be included as appendices to the county-wide Roadmap.
- 2.5.3 *Optional: Presentations by CONTRACTOR (\$2400 each)***
Cooperating Partner(s) may request CONTRACTOR deliver and/or provide technical support for presentations summarizing Roadmap content at Board of Supervisors, City Council, or community meetings. The cost of the presentation will be incurred by the Cooperating Partner electing the optional presentation.

2.6 Task 6: Identify Opportunities and Submit Applications for Funding Support on Behalf of Cooperating Partners

- 2.6.1 CONTRACTOR will research and identify appropriate funding sources such as grants, partnerships, or other forms of funding that could be pursued to implement Clean Energy projects identified in previous tasks. CONTRACTOR will summarize funding opportunities applicable to each Cooperating Partner.
- 2.6.2 *Optional: Funding Application Submission (\$3600)***
A Cooperating Partner may request CONTRACTOR prepare and submit funding applications on their behalf. The cost for each submission will be incurred by the Cooperating Partner electing the optional application submission.

3. Communications

Although CONTRACTOR will be performing services for all Cooperating Partners, this agreement is between COUNTY and CONTRACTOR and all primary communications will be between these two parties. For purposes of contract and budget management, CONTRACTOR will inform COUNTY of all communications with and requests made by other Cooperating Cities.

CONTRACTOR will provide periodic status updates via conference call with Cooperating Partners.

4. Timeline and Deliverables

4.1 Deliverables

CONTRACTOR shall provide the following deliverables corresponding to each task identified in Section 2:

- 4.1.1 Task 1 Deliverables:

- Meeting minutes summarizing participants, key discussion points, and any optional tasks identified during the kick-off meeting and subsequent meetings with Cooperating Partners
- 4.1.2 Task 2 Deliverables:
- Draft report of county-wide Potential Study that outlines CONTRACTOR'S approach, assumptions, and findings including a list of properties identified as high, medium, and low priority both county-wide, and for each Cooperating Partner
 - High-resolution images produced as part of Potential Study report
- 4.1.3 Task 3 Deliverables:
- Draft report for each Cooperating Partner of Clean Energy development plans for high-priority properties that outlines CONTRACTOR's approach, assumptions, and findings including:
 - Estimated project development and operational costs and cost-savings
 - Potential development constraints and recommended policy and programmatic solutions to overcome those constraints
 - Recommended project ownership and management configurations
 - Potential impacts to future community choice energy program development
 - "Pitch ready" project plans and budgets
 - High-resolution images produced as part of report
- 4.1.4 Task 4 Deliverables:
- Draft and final PowerPoint presentation for each workshop, if elected
 - Meeting minutes summarizing participants, key discussion points, and requests for information identified during the workshops, if elected
 - High-resolution images produced as part of presentations, if elected
- 4.1.5 Task 5 Deliverables:
- Draft and final Roadmap report for each Cooperating Partner that outlines CONTRACTOR's approach, guidance, and framework for pursuing Clean Energy development to achieve Cooperating Partners' and community goals
 - Draft and final PowerPoint presentations summarizing Roadmap, if elected
 - High-resolution images produced as part of report and presentations
- 4.1.6 Task 6 Deliverables:
- Memo summarizing appropriate funding opportunities
 - Funding applications, if elected

4.2 Timeline

CONTRACTOR will perform project tasks and deliver project deliverables according to the schedule below. The schedule is dependent on timely participation by and responsiveness from Cooperating Partners.

Optony Sustainable Energy Roadmap Timeline

2019												2019																															
June			July			Aug.			Sep.			Oct.			Nov.			Dec.			Jan.			Feb.			March			April													
1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
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Optony Sustainable Energy Roadmap Timeline

2019																															
2019				2019																											
June		July		Aug.		Sep.		Oct.		Nov.		Dec.		Jan.		Feb.		March		April											
1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Subtask 3.1: Conduct a more in-depth analysis of high-priority properties to outline recommended Clean Energy project(s) to be developed at each high-priority property. For each recommended project: (1) Estimate project development and operational costs and cost-savings; (2) Identify potential development constraints and recommend possible policy and programmatic solutions to overcome those constraints; (3) Recommend project ownership and management configurations, including public-private partnership opportunities; (4) Assess potential impacts to future community choice energy program development; and (5) Position the Cooperating Partners to secure future funding opportunities to implement high-priority projects by providing "pitch ready" project plans and budgets																															
<p><i>Deliverables: Draft report for each Cooperating Partner of Clean Energy development plans for high-priority properties that outlines approach, assumptions, and findings including: (1) Estimated project development and operational costs and cost-savings; (2) Potential development constraints and recommended policy and programmatic solutions to overcome those constraints; (3) Recommended project ownership and management configurations; (4) Potential impacts to future community choice energy program development; and (5) "Pitch ready" project plans and budgets</i></p>																															
<p>Task 4: Conduct Community Workshops near High-Priority Properties</p> <p>Subtask 4.1: Host up to three community workshops with a focus on nearby high-priority properties, summarizing the Clean Energy Potential Study and the opportunities identified</p> <p><i>Deliverables: High-resolution images produced as part of report</i></p>																															
<p><i>Deliverables: Draft and final PowerPoint presentation for each workshop, if elected</i></p> <p><i>Deliverables: Meeting minutes summarizing participants, key discussion points, and requests for information identified during the workshops, if elected</i></p>																															
<p>Task 5: Develop Clean Energy Roadmap for Santa Barbara County</p> <p>Subtask 5.1: Based on the results from the high-priority property analysis and stakeholder input from Community Workshops, develop a county-wide Clean Energy Roadmap ("Roadmap") to: provide guidance and a framework for pursuing Clean Energy development; solutions to grid reliability issues; and a pathway to meet renewable energy, economic development, and emissions reductions goals</p> <p>Subtask 5.2: Prepare separate, individual Roadmaps for each Cooperating Partner to be included as appendices to the county-wide Roadmap</p> <p>Subtask 5.3 (if contracted): Deliver and/or provide technical support for presentations summarizing Clean Energy Roadmap content at Board of Supervisors, City Council, or community meetings</p> <p><i>Deliverables: Draft and final Clean Energy Roadmap report for each Cooperating Partner that outlines approach, guidance, and framework for pursuing Clean Energy development to achieve Cooperating Partners' and community goals</i></p>																															

Optony Sustainable Energy Roadmap Timeline

		2019																					
		2019				2019				2019													
		June		July		Aug.		Sep.		Oct.		Nov.		Dec.		Jan.		Feb.		March		April	
1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4

Deliverables: Draft and final PowerPoint presentations summarizing Clean Energy Roadmap, if elected

Task 6: Identify Opportunities and Submit Applications for Funding Support on Behalf of Cooperating Partners

Subtask 6.1: Research and identify appropriate funding sources such as grants, partnerships, or other forms of funding that could be pursued to implement Clean Energy projects identified in previous tasks, with summary of funding opportunities applicable to each Cooperating Partner

Subtask 6.2 (if contracted): Prepare and submit funding applications on behalf of Cooperating Partners, with the cost for each submission to be incurred by the Cooperating Partner electing the optional application submission

Deliverables: Memo summarizing appropriate funding opportunities
 Deliverables: Funding applications, if elected

EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation at Selected Tasks (with attached Schedule of Fees)

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **162,700**. This amount includes up to four Cooperating Partners. As of the date of execution of this Agreement and as identified in EXHIBIT A, there are three Cooperating Partners. COUNTY may add a fourth Cooperating City by providing written notice to CONTRACTOR. The addition of a fourth Cooperating City shall not increase the contract amount described above. After adding a fourth Cooperating City, COUNTY may add additional Cooperating Cities by providing written notice. For each additional Cooperating City that joins after the fourth Cooperating City is added, the contract cost shall increase by \$19,000 for each Cooperating City that is added.

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 Attachment B1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.

Upon completion of the work for each task 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 Attachment 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.

Task	Task Description	Maximum Amount Chargeable
1	Kick-off meetings and draft report of county-wide Clean Energy Potential Study	\$39,000
2	Draft report for each Cooperating Partner of Clean Energy development plans for high-priority properties	\$79,000
3	Host three community workshops	\$17,000
4	Clean Energy Roadmap for each Cooperating Partner	\$23,500
5	Memo summarizing funding opportunities	\$4,200
	BASE TOTAL	\$162,700
6	<i>Optional: Task 2.3.2</i>	\$2,900 each
7	<i>Optional: Task 2.4.2</i>	\$3,400 each
8	<i>Optional: Task 2.5.3</i>	\$2,400 each
9	<i>Optional: Task 2.6.2 Funding Application Submission</i>	\$3,600 each

CONTRACTOR shall be responsible for monthly invoicing according to progress made toward each service area and task. Payment of the final closeout amount for tasks as shown 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.

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 remedy by return of payment for unsatisfactory work. COUNTY will have 100 days after the final close of the project to object to any unsatisfactory work or billing.

Attachment B1: Schedule of Fees

Firm	Employee	Title	Labor + Overhead Rate
Optony	Byron Pakter	CEO	\$198
Optony	Jonathan Whelan	Director of Operations	\$185
Optony	Karina Zafiro	Project Manager	\$156
Optony	Sam Hill-Cristol	Associate Project Manager	\$98
Optony	Rohan Kulkarni	Associate Project Manager	\$98
Optony	Lili Cheng	Director of Administrative Operations	\$75
Colorado Energy Group	George Burmeister	President	\$150
Colorado Energy Group	Eric Sikkema	Research Director	\$135
BIRAenergy	Rob Hammon	President	\$150
BIRAenergy	Ian Hammon- Hogan	Research Manager	\$135
AZENTIVE	Kat Konnelly	CEO	\$150
AZENTIVE	Kirstin Pinit	Project Manager	\$135

EXHIBIT C
Indemnification and Insurance Requirements
(For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment

furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.