

**ATTACHMENT 1: RESOLUTION OF THE BOARD OF SUPERVISORS  
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA**

IN THE MATTER OF AUTHORIZING )  
RECEIPT OF STATE OF CALIFORNIA )  
CLIMATE INVESTMENT FIRE PREVENTION )  
PROGRAM FUNDS AND DELEGATING )  
AUTHORITY TO THE COUNTY PLANNING )  
AND DEVELOPMENT DIRECTOR )

RESOLUTION NO. 24 - 212

WHEREAS, the California Energy Commission’s (CEC’s) Siting, Transmission, and Environmental Protection Division released a solicitation for the **California Clean Energy Planning Program (CCEPP)**, including \$500,000 for local government entities to develop new or updated land use planning documents that support and advance the development of clean energy in their jurisdiction; and

WHEREAS, the County of Santa Barbara Planning and Development Department (County) applied for and was selected to receive a grant in the amount of \$100,000; and

WHEREAS, the County as the grant recipient will enter into an agreement with the State of California to prepare Comprehensive Plan and Zoning Ordinance amendments to allow for utility-scale solar; and

WHEREAS the County of Santa Barbara Board of Supervisors desires to use the grant funding to prepare Comprehensive Plan and Zoning Ordinance amendments to allow for utility-scale solar; and

WHEREAS the Board of Supervisors desires to delegate authority to the Director of Planning and Development, or designee, to execute the grant agreement with CEC and to take all actions described herein to complete the utility-scale solar grant project; and

WHEREAS the Board of Supervisors desires to apply adequate safeguards on the delegations provided to the Director of Planning and Development and thus limits such delegated authority through March 30, 2026, unless otherwise directed by the Board of Supervisors.

Now, therefore, the County of Santa Barbara Board of Supervisors resolves as follows:

1. The Board of Supervisors authorizes the Director of Planning and Development, or designee to enter into, execute, and deliver on behalf of the County of Santa Barbara, a Grant Agreement for the amount of \$100,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the CCEPP grant, the County of Santa Barbara’s obligation related thereto, and all amendments thereto; and
2. The Board of Supervisors certifies that the County has or will have sufficient funds to operate and maintain the project; and
3. The Board of Supervisors certifies that funds under the jurisdiction of the Board of Supervisors are available to begin the project and will expend grant funds by the grant deadline; and
4. The Board of Supervisors approves and authorizes the Planning and Development Director, or designee, to conduct all negotiations, execute and submit all documents required by the CEC such as amendments to the Grant Agreement that do not increase County’s costs and that have been approved by Auditor-Controller, County Counsel, and Risk Management, payment requests, invoices, and so on, which may be necessary for the completion of the aforementioned project; and

5. The Board of Supervisors delegates the authorities described herein to the Director of Planning and Development, or designee, through March 30, 2026, unless otherwise directed by the Board of Supervisors; and
6. The acceptance of the CCEPP grant funds is not a project and, therefore, is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines §§ 15378(b)(5) and 15060(c)(3).


PASSED, APPROVED, AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this 1st day of October, 2024, by the following vote:

AYES: Supervisors Williams, Capps, Hartmann, Nelson and Lavagnino

NOES: None

ABSTAINED: None

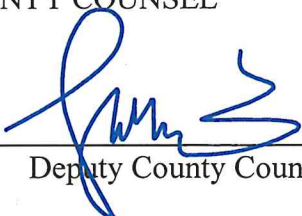
ABSENT: None

  
\_\_\_\_\_  
STEVE LAVAGNINO, CHAIR  
BOARD OF SUPERVISORS  
COUNTY OF SANTA BARBARA

MONA MIYASATO, COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By:   
\_\_\_\_\_  
Deputy County Counsel

Attachments:

A. Grant Agreement



RECIPIENT	AGREEMENT NUMBER  <p style="text-align: center;"><b>XXX-XX-XXX</b></p>
ADDRESS	AGREEMENT TERM <p style="text-align: center;"><b>XX/XX/XXXX to XX/XX/XXXX</b></p> The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

**PROJECT DESCRIPTION**  
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- |   |                    |
|---|--------------------|
| <b>Attachment 1</b> – Application Form with Scope of Work                           | Page(s): <u>XX</u> |
| <b>Attachment 2</b> – California Clean Energy Planning Program Terms and Conditions | Page(s): <u>XX</u> |
| <b>Attachment 3</b> – Contact List  | Page(s): <u>XX</u> |

REIMBURSABLE AMOUNT <p style="text-align: center;"><b>\$ XX</b></p>
MINIMUM MATCH SHARE REQUIRED <p style="text-align: center;"><b>\$ XX</b></p>
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH <p style="text-align: center;"><b>\$ XX</b></p>

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME		NAME	
TITLE		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS			

**ATTACHMENT 1  
Application Form**

**California Clean Energy Planning Program (CCEPP)**

**\*\*ALL PARTS OF THE APPLICATION MUST BE COMPLETED. APPLICATIONS WITH OMISSIONS WILL NOT PASS. PLEASE CONFIRM ALL PARTS OF THE APPLICATION HAVE BEEN COMPLETED BEFORE SUBMITTING.\*\***

**1. APPLICANT INFORMATION**

	<p><b>Eligible applicants are California Native American tribes, California Tribal Organizations, and California counties or incorporated cities or towns.</b></p> <p>If applicant is a California Native American tribe, please include name as it appears on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004, Public Resources Code, Section 21073. If applicant is a California Tribal Organization, please include the legal name of the organization and the name of the California Native American tribe that controls, sanctions or charters the organization.</p>
Legal Name of Applicant:	County of Santa Barbara

Project Manager <i>(serves as point of contact for all communications)</i>	Name	Zoe Carlson
	Street Address	123 E. Anapamu Street
	City, State, and Zip Code	Santa Barbara, CA, 93101
	Phone Number	( 805 ) 568-3532
	E-Mail Address	Carlsonz@Countyofsb.org

## 2. FUNDING

<b>Maximum Grant Amount Per California Native American Tribe, California Tribal Organization, or Local Government Entity (<u>tribes</u>, please select <b>Category 1</b> and/or <u>one</u> <b>Category 2</b> Project Type; <u>local government entities</u>, please select <b>Category 3</b>).</b>	
Category	Funds Requested
<input type="checkbox"/> <b>Category 1:</b> California Native American Tribe—Participation in Clean Energy Planning	\$_____ (\$15,000 maximum allowable per tribe)
<input type="checkbox"/> <b>Category 2, Project Type 1:</b> California Native American Tribe—Clean Energy Potential Studies	\$_____ (\$200,000 maximum allowable per tribe)
<input type="checkbox"/> <b>Category 2, Project Type 2:</b> California Native American Tribe—Subject Matter Experts in Clean Energy Technologies or Impacts	\$_____ (\$200,000 maximum allowable per tribe)
<input type="checkbox"/> <b>Category 2, Project Type 3:</b> California Native American Tribe—Staff or Activities Advancing Clean Energy	\$_____ (\$200,000 maximum allowable per tribe)
<input checked="" type="checkbox"/> <b>Category 3:</b> Clean Energy Planning Documents by Local Government Entities	\$ <u>100,000</u> (\$100,000 maximum allowable per local government entity)

## 3. INFORMATION

**Identification of SB 100 Clean Energy Topic(s) of Interest (select one or more):**

- |   |  |
|---|--|
| <input type="checkbox"/> Clean Energy Resources       | <input type="checkbox"/> Long-term Energy Planning |
| <input type="checkbox"/> Energy Modeling              | <input type="checkbox"/> Senate Bill 100 Report    |
| <input checked="" type="checkbox"/> Land Use Planning | <input type="checkbox"/> Other: _____              |

**4. CATEGORY 1 INFORMATION**

**A. Identify the California Native American tribe member(s) that would likely attend the SB 100 planning events.** California Native American tribe representatives will be reimbursed at a maximum rate of \$50 per hour with a maximum of \$15,000 per tribe. Activities eligible for reimbursement include event preparation; travel time to and from event from home, if attending in person; event attendance and participation; and event follow-up.

Name	Title

**If awarded a grant, the following items will be required in order to be reimbursed for Category 1 activities:**

1. An email from the Project Manager to the Energy Commission’s Commission Agreement Manager (CAM) requesting approval of SB 100-related event attendance that includes the event name, event date, and the names of tribal member(s) planning to attend the event. Please send the email request to the CAM at least 3 business days prior to the event.
2. Written approval from the CAM prior to the event.
3. Proof of event attendance by tribal member(s).
4. A short, written description of how the event **resulted** [results] in improving the tribe’s **ability to advance** [capacity to advancing] clean energy planning or development.

**5. CATEGORY 2, PROJECT TYPES 1, 2, & 3 INFORMATION**

**A. Does the tribe have an existing clean energy plan or a vision for clean energy use or development? If yes, please provide a summary of the plan or vision (may attach one additional page, if necessary).**


**If no, please summarize the desired outcome of the work or activities being applied for (may attach one additional page, if necessary).**


**B. Please select type of activity the funds will be used for (select one or more):**

- Development of a Renewable or Clean Energy Potential Study.
- Assistance in reviewing federal- or state-issued renewable or clean energy reports, e.g., Federal-or State-issued Offshore Wind-related reports, transmission expansion reports, SB 100-related studies.
- Assistance in providing comments on federal- or state-issued renewable or clean energy reports, e.g., Federal-or State-issued Offshore Wind-related reports, transmission expansion reports, SB 100-related studies.
- Administrative activities that support the tribe’s clean energy plans or goals, e.g., planning for future microgrid development, planning for future local reliability with

clean energy development. Please describe the activity(ies). (Note: Projects cannot include any construction or installation activities or anything similar.):


Other Administrative Activity. Please describe the activity(ies) and how it (they) relates to the tribe’s clean energy development goals. (Note: Projects cannot include any construction or installation activities or anything similar.)




**C. Please describe how the activities selected in B. supports the tribe’s above-described clean energy plan or vision described in A (may attach one additional page, if necessary).**


**D. Please select budget item(s) to be used:**

- In-house staff labor and fringe benefit costs associated directly with the development of clean energy-related study or activity.
- Third-party subject matter expert labor and fringe benefits costs associated directly with the development of clean energy-related study or activity.

**If awarded a grant, the following items will be required in order to be reimbursed for Category 2, Project Type 1, 2, and 3 activities:**

1. Identification of California Native American tribe staff or Subject Matter Expert(s) (SME), their credentials, and their direct labor and fringe benefit rates.
2. A description of the work to be performed by the staff or selected SME.
3. A budget and schedule for the proposed project broken down by task and month or quarter. Note: all work submitted for reimbursement must be completed by March 1, 2026.
4. Participation in a Critical Project Review (CPR) meeting with the CAM after items 1-3 above are submitted. CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal is to determine if the project should continue to receive CEC funding to complete the project.
5. Monthly progress reports summarizing work conducted in past month.

6. Draft Project Summary report submitted to the CAM by January 15, 2026, or within two months after all the requested funds have been spent, whichever is sooner, describing how funds were used to advance or improve the tribe's clean energy planning or development.
7. Final Project Summary report submitted to the CAM by March 1, 2026, or within two months after the Draft Project Summary report was submitted, whichever is sooner, describing how funds were used to advance or improve the tribe's clean energy planning or development.

**6. CATEGORY 3 INFORMATION**

**A. Does the local government entity have an existing clean energy plan or a vision for clean energy use or development? If yes, please provide a summary of the plan or vision (may attach one additional page, if necessary).**

The County of Santa Barbara (County) adopted the Strategic Energy Plan (SEP) in 2019 to stimulate local renewable energy development toward achieving aggressive state and local emission reduction goals. The SEP identified solar photovoltaics as the greatest renewable energy resource in the county with an estimated generation capacity of 1,251-1,857MW. The SEP also identified the County Land Use and Development Code (LUDC) as the primary barrier to developing utility-scale solar photovoltaic projects.

The LUDC currently only allows for utility-scale solar within a 600-acre Utility-Scale Solar Photovoltaic Overlay. The existing overlay allowed for the successful development of two utility-scale solar projects. These projects established the viability and compatibility of utility-scale solar within the county. Currently, however, utility-scale solar is not allowed outside of the 600-acre overlay, prohibiting the County from contributing additional utility-scale solar projects to achieve 100 percent renewable energy.

The SEP recommended that the County develop a comprehensive utility-scale solar ordinance to allow utility-scale solar projects outside of the Utility-Scale Solar Photovoltaic Overlay as well as other amendments to the LUDC to facilitate their development. The SEP also recommended amendments to the Uniform Rules to reduce barriers to solar development on land under agricultural preserve (Williamson Act) contracts while maintaining agricultural productivity, particularly for prime farmland.

**If no, please summarize the desired outcome of the work or activities being applied for (may attach one additional page, if necessary).**


**B. Please select type of clean energy-related planning document development activity (development of new documents or updates to existing documents) the funds will be used for (select one or more). (Note: Projects cannot include any construction or installation activities or anything similar.):**

- General plan element
- Zoning ordinance
- Clean energy action plan
- Policies or ordinances
- Renewable or Clean Energy Potential Study
- Outreach and engagement of local communities
- Other (please describe, may attach one additional page, if necessary):

The funds will be used for amending the County LUDC as well as the Uniform Rules to reduce barriers to utility-scale solar development within the county.

**C. Please describe how the activities selected in B supports the local government entity's above-described clean energy plan or vision described in A (may attach one additional page, if necessary).**

Amending the County LUDC and Uniform Rules will implement a primary recommendation in the SEP to increase utility-scale solar in the county. Utility-scale solar has the greatest potential for quickly expanding the renewable energy portfolio in the county and contributing to 100 percent clean electricity in California.

The County Board of Supervisors authorized staff to initiate work on the utility-scale solar LUDC and Uniform Rules amendments in 2021, however, staffing and fiscal constraints have delayed the project. This funding will enable County staff and consultant team to complete the ordinance and Uniform Rules amendments.

**D. Please select budget item(s) to be used:**

- In-house staff labor and fringe benefit costs associated directly with the development of clean energy-related planning document(s).
- Third-party subject matter expert labor and fringe benefits costs associated directly with the development of clean energy-related planning document(s).


**If awarded a grant, the following items will be required in order to be reimbursed for Category 3 activities:**

1. Identification of local government entity staff or Subject Matter Expert(s) (SME), their credentials, and their direct labor and fringe benefit rates.
2. A description of the work to be performed by local government entity staff or SME.
3. A budget and schedule for the proposed project broken down by task and month or quarter. Note: All work submitted for reimbursement must be completed by March 1, 2026.
4. Participation in a Critical Project Review (CPR) meeting with the CAM after items 1-3 above are submitted. CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal is to determine if the project should continue to receive CEC funding to complete the project.
5. Monthly progress reports summarizing work conducted in past month.

6. Draft Project Summary report submitted to the CAM by January 15, 2026, or within two months after all the requested funds have been spent, whichever is sooner, describing how funds were used to advance or improve the **local government entity's** [tribe's] clean energy planning or development.
7. Final Project Summary report submitted to the CAM by March 1, 2026, or within two months after the Draft Project Summary report was submitted, whichever is sooner, describing how funds were used to advance or improve the local government entity's clean energy planning or development.

**8. CERTIFICATION**

- I am authorized to complete and sign this form on behalf of the applicant.
- I authorize the California Energy Commission to make any inquiries necessary to verify the information presented in this application.
- I have read and understand the terms and conditions contained in this solicitation. I accept the terms and conditions contained in this solicitation on behalf of the applicant, and the applicant is willing to enter into an agreement with the Energy Commission to conduct the proposed project according to the terms and conditions without negotiation.
- I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Authorized Representative:	Lisa Plowman	
Title:	Director, Planning and Development Department	
Signature of Authorized Representative:		
Date: 5/6/2024	Phone: 805-568-2086	Email: <a href="mailto:lplowman@countyofsb.org">lplowman@countyofsb.org</a>

**\*\*ALL PARTS OF THE APPLICATION MUST BE COMPLETED. APPLICATIONS WITH OMISSIONS WILL NOT PASS. PLEASE CONFIRM ALL PARTS OF THE APPLICATION HAVE BEEN COMPLETED BEFORE SUBMITTING.\*\***

**NOTE:** Once an application is placed in the funding queue, the applicant will then be required to provide either of the following two documents. The document must be submitted before the CEC will sign and execute the grant agreement.

- (1) a copy of an authorizing resolution from the tribe's governing board or local government's governing board or equivalent showing the applicant's authority to enter into the grant agreement, or

(2) a copy of the law or document showing the applicant's authority to enter into the grant agreement.

# California Clean Energy Planning Program

## ATTACHMENT 2 – Terms and Conditions

### 1. Documents Incorporated by Reference and Priority

Incorporated by reference into this agreement are the following documents:

- A. Grant Funding Opportunity (GFO) 23-702, the California Clean Energy Planning Program solicitation.
- B. Recipient's application to GFO-23-702.

In case of a conflict between the incorporated documents and the remainder of this Agreement, the rest of the Agreement takes priority.

### 2. Budget, Invoices, and Payments

- a) The Energy Commission (CEC) is only obligated to reimburse the Recipient for paid direct labor and fringe benefits costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) not more than this Agreement's budget; and (4) reasonable, actual, and allowable expenses under this Agreement.
- b) Recipient acknowledges that the funds under this Agreement have a liquidation date of June 30, 2026, a legal timeframe after which the CEC has no authority to pay the funds. In addition, it takes the CEC administrative time to review, approve, work with the Recipient to correct any errors in, and request the State Controller's Office to pay invoices. Accordingly, Recipient acknowledges that if it does not submit accurate invoices by March 30, 2026, for all amounts due under the Agreement, it risks not receiving payment, and relinquishes all rights to such payments should the CEC not pay it by the liquidation date. Recipient acknowledges that time is of the essence in invoicing by March 30, 2026, for all amounts due under this Agreement.
- c) The Recipient may request payment from the CEC at any time during the term of this Agreement for completed project work, but no more frequently than monthly. Recipient must use the CAM provided template invoice spreadsheet.
- d) The template invoice spreadsheet must identify the employee's name, direct labor and fringe benefits rates, and hours worked to be included as a reimbursable expense. For Category 1 projects, employees will only be reimbursed at a maximum rate of \$50 per hour.
- e) The CEC shall retain 10 percent of any payment request. The Recipient must submit a completed payment request requesting release of the retention by March 30, 2026. The CAM will review the project and, when satisfied that the terms of the Agreement have been fulfilled, will authorize release of the retention.

### 3. Certification

By signing this Agreement, Recipient hereby certifies that all funds received pursuant to this Agreement shall be spent exclusively for its California Clean Energy Planning Program project in compliance with

this Agreement. The Recipient further certifies that it shall comply with all applicable laws in performing this Agreement.

#### **4. Deliverables**

“Deliverables” are any tangible item specified for delivery to the CEC in Attachment 1 of this Agreement, such as reports and summaries. The Recipient will submit all deliverables identified in Attachment 1 to the Commission Agreement Manager (CAM), in the manner and form specified in Attachment 1. The CEC owns all deliverables identified in the Scope of Work.

If the CAM reasonably determines that a deliverable is incomplete or inadequate given its description and intended use as described in this Agreement, the CAM may work with the Recipient to cure any deficiency. Until the CAM reasonably determines that the deliverable is adequate, and without prejudice to any of the CEC’s other remedies, the CAM may refuse to authorize payment for the deliverable and any subsequent deliverables that rely on or are based upon the deliverable.

#### **5. Stop Work**

CEC staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, out of scope work, project delays, and misrepresentations.

Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the CEC. The Recipient may resume the work only upon receipt of written instructions from CEC staff.

#### **6. Subcontracting**

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement. Nothing contained in this Agreement or otherwise creates any contractual relation between the CEC and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient’s obligation to pay its subcontractors is an independent obligation from the CEC’s obligation to make payments to the Recipient.

Subcontracts funded in whole or in part by this Agreement must include language conforming to the following provisions:

- 7. Nondiscrimination Statement of Compliance
- 8. Drug Free Workplace Certification
- 10. Accounting and Audit
- 11. Public Works
- 13. Indemnification
- 18. Access to Sites and Records
- 19. Due Diligence
- Survival of the following provisions:
  - 10. Accounting and Audit
  - 13. Indemnification



○ 18. Access to Sites and Records

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear description of the products or services to be procured or performed.
- A budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms.
- Provisions for termination by the Recipient.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor.

**7. Nondiscrimination Statement of Compliance**

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

**8. Drug-Free Workplace Certification**

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply and will ensure its subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.). In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements of the Act.

## **9. Americans With Disabilities Act**

By signing this Agreement, the Recipient assures the CEC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

## **10. Accounting and Audit**

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the Agreement. The Recipient agrees that the CEC, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after the Agreement ends in any way. The Recipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Recipient agrees to include a similar right of the CEC, the Bureau of State Audits, or their designated representative, to audit records and interview staff in any subcontract related to performance of this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 15. Access to Sites and Records.

## **11. Public Works**

The Recipient is responsible for complying with all applicable laws, which can include public works requirements under the Labor Code. Recipient acknowledges acceptance of Agreement funds may trigger Public Works laws (Labor Code Section 1720 et seq.), a requirement of which is to pay prevailing wages, applying to its project. If the project is public works then it is subject to compliance monitoring and enforcement by the Department of Industrial Relations. By signing this Agreement, Recipient certifies that it shall comply with all applicable Public Works laws and requirements.

## **12. Amendment**

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both the Recipient and CEC.

## **13. Indemnification**

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the CEC) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

## **14. Governing Law**

This Agreement is governed by the laws of the State of California as to interpretation and performance.

## **15. Independent Capacity**

In the performance of this Agreement, Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the CEC or the State of California.

## **16. Severability**

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

## **17. Waiver**

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

## **18. Access to Sites and Records**

The Recipient shall provide during the Agreement and for at least 3 years after the Agreement ends in any way to the CEC or its representatives reasonable access to all project sites and to all records related to this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 8 Accounting and Audit.

## **19. Due Diligence**

The Recipient must take timely actions that, taken collectively, move this project to completion. The CAM will periodically evaluate the project schedule for completion of Scope of Work tasks. If the CAM determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, the CAM may recommend that this Agreement be amended or terminated, and the CEC may amend or terminate this Agreement without prejudice to any of its other remedies.

## **20. Termination Without Cause**

The CEC may terminate this Agreement without cause upon giving written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

## **21. Survival of Terms**

The following terms survive this Agreement no matter how the agreement ends, such as by its own terms or via termination:

- 10. Accounting and Audit
- 11. Public Works
- 13. Indemnification
- 14. Governing Law
- 16. Severability

- 17. Waiver
- 18. Access to Sites and Records

## CONTACT LIST

Please complete the information in the "Recipient" column.

California Energy Commission	Recipient
<p><b>Commission Agreement Manager:</b></p> <p>Kristy Chew            California Energy Commission            715 P Street, MS-16            Sacramento, CA 95814            Phone: (916) 259-5048            e-mail: <a href="mailto:Kristy.Chew@energy.ca.gov">Kristy.Chew@energy.ca.gov</a></p>	<p><b>Project Manager:</b></p> <p>Zoe Carlson            County of Santa Barbara            123 E. Anapamu St.            Santa Barbara, CA 93101            Phone: (805) 568-3532            e-mail: <a href="mailto:carlsonz@countyofsb.org">carlsonz@countyofsb.org</a></p>
<p><b>Commission Agreement Officer:</b></p> <p>_____ (to be determined by CEC)            California Energy Commission            Contracts, Grants, and Loans Office            715 P Street, MS-18            Sacramento, CA 95814            Phone: (XXX) XXX-XXXX            e-mail: _____</p>	<p><b>Administrator:</b></p> <p>Lisa Plowman            County of Santa Barbara            123 E. Anapamu St.            Santa Barbara, CA 93101            Phone: (805) 568-2086            e-mail: <a href="mailto:lplowman@countyofsb.org">lplowman@countyofsb.org</a></p>
<p><b>Invoices:</b></p> <p><b>Please submit electronic invoices in ECAMS:</b></p> <p><a href="https://ecams.energy.ca.gov/s/login/">https://ecams.energy.ca.gov/s/login/</a></p>	<p><b>Accounting Officer:</b></p> <p>David Mitchell            County of Santa Barbara            123 E. Anapamu St.            Santa Barbara, CA 93101            Phone: (805) 568-2065            e-mail: <a href="mailto:mitchelld@countyofsb.org">mitchelld@countyofsb.org</a></p>
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